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8/24/06 ROW

MORELAND & LERMAN, PC

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ÛΚ

ATTORNEYS AT LAW

| Atlanta, Georgia 30339 | lelephone: 678-631-2323 facsimile: 770-951-2915 |
|---------------------------------|---|
| PACSIMIL | E TRANSMITTAL SHEET |
| confanti | DATE DON Moreland |
| AX NUMBER: -/170 - 322-0367 | TOTAL NO. OF PAGES INCLUDING COVER: |
| HONE NUMBER: | senders reference number |
| Polar Rock Ave. | YOUR REPERENCE MAJERN |
| Ourgent Ofor review Oflea | SE COMMENT D PLEASE RECYCLE |
| NOTES/COMMENTS: | |
| in/ Administrat | Hes of Adamstration or Deed & W/D |
| 2 5 D in favor o \$45,000.00 | of Awarta National Bank (25447) is paid off. They are it connected and send |
| us confir | matron but have not |
| done 50 | yet. Takes 90-120 days |
| 3) We were only | showing one DSD open. |
| Please provde | me ul more information t |
| P. 10-70-71 | look of my title notes. |

THE INFORMATION IN THIS PACSIMILE MESSAGE IS LEGALLY PRIVILEDGED AND CONFIDENTIAL INFORMATION INTENDED ONLY FOR THE ENTITY OR INDIVIDUAL NAMED ABOVE. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, YOU ARE LIEREBY NOTIFIED THAT ANY DISSEMINATION OR DISTRIBUTION OF COPY OF THIS FACSIMILE MESSAGE IS STRICTLY PROHIBITED. IF YOU RECEIEVED THIS FACSIMILE IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY PHONE AND RETURN THE ORIGINAL MESSAGE.

MORELAND & LERMAN, PC

ATTORNEYS AT LAW

1995 North Park Place, Suite 100 Atlanta, Georgia 30339 telephone: 678-631-2323 facsimile: 770-951-2915

| FACSIMILE TRANSMITTAL SHEET | = |
|---|----------------|
| TO: Charles Bardoll FROM: Don Moreland | = |
| COMPANY: DATE: | |
| FAX NUMBER: 770 - 392-6367 TOTAL NO. OF PAGES INCLUDING COVER: | |
| PHONE NUMBER: SENDER'S REFERENCE NUMBER: | , |
| re: Polar Rock Ave. | |
| ☐ URGENT ☐ FOR REVIEW ☐ PLEASE COMMENT ☐ PLEASE REPLY ☐ PLEASE RECYCLE | |
| NOTES/COMMENTS: | |
| O Please See Letters of Administration w/ Administrator Deed & WD | |
| 2 5/D in favor of Awarda National Bank (254) \$45,000.00 is paid off. They are to have it connectled and send | <i>47 313)</i> |
| US confirmation but have not | |
| done so yet. Takes 90-120 days | |
| 3) We were only showing one DSD open. | |
| Please provide me ul more information t | W no. a |
| I will look at my title notes. | MLPC - 00056 |

THE INFORMATION IN THIS FACSIMILE MESSAGE IS LEGALLY PRIVILEDGED AND CONFIDENTIAL INFORMATION INTENDED ONLY FOR THE ENTITY OR INDIVIDUAL NAMED ABOVE. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION OR DISTRIBUTION OF COPY OF THIS FACSIMILE MESSAGE IS STRICTLY PROHIBITED. IF YOU RECEIEVED THIS FACSIMILE IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY PHONE AND RETURN THE ORIGINAL MESSAGE

peed Book 37769 fg 92
Fi jes and Recorded Jun-11-2584 18:23an
2004-0178629
Real Estate Transfer Tax 58.88
Georgia Intangible Tax Pax 45.88
Juantita Hicks
Clerk of Superior Court
Fulton County, Georgia
[Rill Book 1811 1818 1818 1818 1818 1818

Chase Manhettan Mortgage Corporation 10790 Rancho Bemardo Road Son Diego, CA 92127

Loan No.: 11518347

LOST NOTE AFFIDAYIT

I. Kirk N. Hobson, Vice President of Chase Manhattan Mortgage Corporation ("Holder"), being duly sworn, certify that:

- Chase Manhattan Mortgage Corporation is the holder of the original Note and Rider(s) to such Note ("Note") secured under a certain Deed of Trust/Mortgage from Janet W. Williams, borrower, payable to Advanta National Bank, dated 9-10-98, encumbering the real property known as: 2270 Polar Rock Avenue, Atlanta GA 30315 in the amount of \$45000.00;
- We have conducted a diligent search for the original Note evidencing this indebtedness and cannot locate the same.
- We have executed this affidavit as indication that Holder desires to assign the indebtedness represented by the original Note and all money due to and become due thereon, with interest.
- 4. In the event the original Note is recovered, said original Note is no longer a valid negotiable instrument and is considered void. Holder furthermore confirms that its interest in the original Note has not been transferred to any third party.
- Holder agrees to indemnify and hold the assignee harmless from any and all damages and
 costs, including reasonable attorney's fees, which may result by teason of the original Note
 being lost.

Given under my hand this day 20 May, 2004.

Chase Manhattan Mortgage Corporation

By:Kirk N. Hobson, Vice President

DM / MLPC - 00057

Deed Book 37769 Pg 93 Juanita Hicks Clerk of Superior Court Fulton County, Georgia pubmiffint性医療的影響的影響的

STATE OF CALIFORNIA)

SS

COUNTY OF SANDIEGO)

On 5-20-2004, before me, Richard Plews, Notary Public, personally appeared Kirk N. Hobson, Vice President, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized espacity, and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

Commission Number: 1306/18
My commission expires: 5/27/05

Prepared By.M Wears

A TIMBON

Policy 14s. St \$4567764

File No.Ft Suzaf

BEING KNOWN AND DESIGNATED AS the following described property, servict All that certain property structed and being in Land Lot 75, 14th Discrete, Patton County, Georgia, being Lot 4, Block Et, Link 2, Martin Builders Lat. Co. Prop., as per past recorded to Plat Read 15, pages 46, Puton County Records, and being more particularly described as follows:

| | 1944 | | | | | | | | |
|--|--------------|------------------|--------------|---------------------------------------|--------------|-------------------|---|-------------------|-------------|
| Ä., | | | | | | OF LOAN: | | | Tooks (INC |
| • | COMENT | 1. FHA | 2. 🗌 F | mHA 3 | . UCON | V. UNINS. | 4. □ V | _ | CONV. INS. |
| U.S. DEPARTMENT OF HOUSING & URBAN DEVE | COPINEIAI | 6. FILE NUM | BER: | | | 7. LOA | N NUMBER | ₹: | |
| SETTLEMENT STATEMENT | | C05-319 | NE 1010 | SACE NUMBER | | | | | |
| | | 8. MORTGAC | ie ins (| CASE NUMB | EK: | | | | |
| . NOTE: This form is furnished to give you a state | mont of act | ual settlement C | osts A | mounts paid | to and by | the settleme | nt agent ar | e shown. | |
| NOTE: This form is furnished to give you a state Items marked "[POC]" were paid outside | the closing. | thev are show | n here fo | or information | al purpo. | 303 0110 010 | 101 111010000 | , ,,, ,,,,, ,,,,, | ls. |
| items marked (FOC) were paid ditailed | | | | | | 1.0 0.00 | ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,, | | |
| D. NAME AND ADDRESS OF BORROWER: | E. NAME | AND ADDRES | SOFS | ELLER: | į f | , NAME AN | D ADDRES | S OF LEN | DER: |
| | | | | | | | | | |
| New Hope Realty Investments, Inc. | Roshanda | a Deniece Willia | ıms | | | | | | |
| 1750 Old Spring House Lane | | | | | | | | | |
| Atlanta, GA 30338 | | | | | | | | | |
| | | | | | 1 | | | | |
| | | | | 50.005040 | | | | (CETTI | EMENT DATE: |
| G. PROPERTY LOCATION: | l . | EMENT AGEN | 17: | 58-265649 | J | | | 1, 35111 | EWENT DATE. |
| 2270 Polar Rock Ave. SW | Moreland | & Lerman, PC | | | | | | Eebruan | 28, 2005 |
| Atlanta, GA 30315 | | | - | | | | | reblualy | 20, 2000 |
| Fulton County, Georgia | PLACE O | F SETTLEMEN | ł | | | | | | |
| | 1995 Nort | th Park Place, S | ulte 100 |) | | | | | |
| | Atlanta, G | A 30339 | | | | | , | | |
| | <u> </u> | | | - | CI ILANA | ARY OF SEL | LER'S TRA | NSACTIO | N |
| J. SUMMARY OF BORROWER'S TRAI | VSACTION | | 400 | GROSS AM | | | | | |
| 100. GROSS AMOUNT DUE FROM BORROWER: | | 25,000.00 | | Contract Sal | | <u>JE 10 3665</u> | | | 25,000.00 |
| 101. Contract Sales Price 102. Personal Property | | 23,000.00 | | Personal Pro | | | | | |
| 103. Settlement Charges to Borrower (Line 1400) | | 1,375.00 | 403. | | | | | | |
| 104. | | | 404. | | | | | | |
| 105. | | | 405. | | | | 0-111 | | |
| Adjustments For Items Paid By Seller in advar | ice | | 100 | | | ems Peid By | to | vance | |
| 106. City/Town Taxes to | | | | City/Town Taxe | | | to | | |
| 107. County Taxes to | | | | Assessment | | | to | | |
| 108. Assessments to | | | 409. | 7-C33-C33-T-1011-C | ' | | | | |
| 109. | | | 410. | | | | | | |
| 111, | | | 411. | | | <u> </u> | | | |
| 112. | | | 412. | | | | | | |
| 120. GROSS AMOUNT DUE FROM BORROWER | | 26,375.00 | 420. | GROSS AM | OUNT D | JE TO SELL | ER | | 25,000.00 |
| | OWER: | | 500. | REDUCTION | IS IN AM | OUNT DUE | TO SELLE | R; | |
| 200. AMOUNTS PAID BY OR IN BEHALF OF BORR 201. Deposit or earnest money | OVVER. | 100.00 | | Excess Dep | | | | | |
| 32. Principal Amount of New Loan(s) | | | | Settlement C | | | 1400) | | 25.00 |
| 3. Existing loan(s) taken subject to | | | | Existing loar | | | | | |
| 204. | | | | Payoff of firs | | | | | |
| 205. | | | | Payoff of sec Deposit retail | | | <u>-</u> | | 100.00 |
| 206. | | | 500. | Sanitation 20 | 103 and 2 | 004 to Fulto | n County. G | eorgia | 1,087.32 |
| 207. 208. Repairs Credit | | 500.00 | 508 | Repairs Cred | iit | | | | 500.00 |
| 209, | | | 509. | | | | ····· | | |
| Adjustments For Items Unpaid By Seller | | | | | | r Items Unpa | eld By Selle | r | |
| 210. City/Town Taxes 01/01/05 to 03/01/05 | | 38.96 | | City/Town Ta | IXes | 01/01/0 | 5 to 03/0 | /05 | 38.96 |
| 211. County Taxes 01/01/05 to 03/01/05 | 5 | 14.77 | | County Taxe | | 01/01/0 | 5 to 03/0 [.] | 705 | 14.77 |
| 212. Assessments to | | | | Assessment | | | | | <u> </u> |
| 213. | | | 513. | · · · · · · · · · · · · · · · · · · · | | | · · · · · · · · · · · · · · · · · · · | | |
| 214. 215. | | | 515. | | | | | | |
| 216. | | | 516. | | | | | | |
| 217. | | | 517. | | | | | | |
| 218. | | | | 2003 City of | Atlanta T | axes Due to | City of Atlai | nta | 538.70 |
| 219. | | | 519. | | | | | | |
| 220. TOTAL PAID BY/FOR BORROWER | | 653.73 | 520. | TOTAL RED | UCTION | AMOUNT D | UE SELLEI | ₹ . | 2,304.7 |
| 300. CASH AT SETTLEMENT FROM/TO BORROWS | R: | | | CASH AT S | | | | \; | |
| 301. Gross Amount Due From Borrower (Line 120) | | 26,375.00 | | Gross Amou | | | | | 25,000.00 |
| 302. Less Amount Pald By/For Borrower (Line 220) | (| 653.73) | 602. | Less Reduc | ions Due | Seller (Line | 520) | | (2,304.75 |
| 303. CASH (X FROM) (TO) BORROWER | | 25,721.27 | 603. | CASH (X | ro)(F | ROM) SELL | ER | | 22,695.25 |
| The undersigned hereby acknowledge receipt of a co | ompleted co | py of pages 1& | 2 of this | statement & | any attac | hments refé | rred to here | in. | |

Borrower

New Hope Realty Investments, Inc.

BY:

President

ece Williams

EXHIBIT

SIMIOL ROW

| Price \$ @ %) as Follows: | PAID FROM BORROWER'S | PAID FROM SELLER'S |
|-------------------------------|---|-----------------------|
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| | SETTLEMENT | SETTLEMENT |
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| ; Mortgage \$; Releases \$ | <u> </u> | |
| 25.00 ; Mortgage | | 25.0 |
| ; Mortgage | | |
| to Clerk of Court | 45.00 | |
| Georgia County County | | |
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| to | | |
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| to Moreland & Lerman, PC | 30.00 | |
| | ON WITH LOAN % to % to to to to to Homevestors of America, Inc. to to TO BE PAID IN ADVANCE ② \$ /day (days %) months to 1.0 years to LENDER months ② \$ per month to b per month to to DOT Title, LLC to to to Moreland & Geheren, PC \$: \$: \$ \$ 25,000.00 \$50.00 ND TRANSPER CHARGES ; Mortgage \$; Releases \$ 25.00; Mortgage ; Mortgage to Clerk of Court | DN WITH LOAN |

Certified to be a true copy.

Moreland & Verman PC Settlement Agent

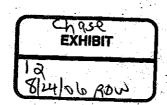
m

MORELAND & LERMAN, PC

ATTORNEYS AT LAW

| 1995 North Park Place, Suite 100 Atlanta, Georgia 30339 | facsimile: 770-951-2915 |
|--|--|
| FACSIMILE TR | ANSMITTAL SHEET |
| TO: Charles Bird ++ | FROM: Don Moreland |
| COMPANY: | DATE: 3-01-05 |
| FAX NUMBER: 7-10-397-0347 | TOTAL NO. OF PAGES INCLUDING COVER. |
| PHONE NUMBER: 770 - 30-3 - 50-100 | SENDER'S REFERENCE NUMBER: (55 - 314) |
| New Hope Realty is | YOUR REFERENCE NUMBER: |
| OURGENT OF OR REVIEW OPLEASE O | OMMENT |

NOTES/COMMENTS:



DM / MLPC - 00086

THE INFORMATION IN THIS FACSIMILE MESSAGE IS LEGALLY PRIVILEDGED AND CONFIDENTIAL INFORMATION INTENDED ONLY FOR THE ENTITY OR INDIVIDUAL NAMED ABOVE. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION OR DISTRIBUTION OF COPY OF THIS FACSIMILE MESSAGE IS STRICTLY PROHIBITED. IF YOU RECEIEVED THIS FACSIMILE IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY PHONE AND RETURN THE ORIGINAL MESSAGE

Stewart Title Guaranty Ccompany

| Commitment | Alexandra com | CAE 210 |
|------------|---------------|---------|
| Communeu | Nulliber. | CUJ-313 |

SCHEDULE A

| | | 00:125022.1 | |
|----|---|---|---------------|
| 1. | Commitment Date: Jai | nuary 30, 2205 at 08:30 AM | |
| 2. | Policy (or Policies) to be | issued: | Policy Amount |
| | (a) Owner's Policy Proposed Insured: New Hope Realty In | (ALTA Own. Policy (10/17/92)) vestments, Inc. | \$ 25,000.00 |
| | (b) Loan Policy Proposed Insured: | (ALTA Loan Policy (10/17/92)) | |
| | (c) Proposed Insured: | () | |

- Fee Simple interest in the land described in this C ommitment is owned, at the Commitment Date, by:
 Janet W. Williams via Quit Claim Deed dated September 10, 1998 as recorded in Deed Book 25447, page
 310, Fulton County, Georgia records; Warranty Deed dated June 14, 1978 as recorded in Deed book 6991,
 page 456 aforesaid records.
- 4. The land referred to in the Commitment is described as follows: SEE SCHEDULE C ATTACHED HERETO

WORELAND &

By:

MODEL AND & LEBMAN D

ALTA Commitment Schedule A (10/6/82)

(C05-319.PFD/C05-319/20)

DM / MLPC - 00081

Stewart Title Guaranty Ccompany

Commitment Number: C05-319

SCHEDULE B - SECTION I REQUIREMENTS

The following requirements must be met: Assigned to Chase; Paul Off 4-15-04; Request for release.

A. Payment and Satisfaction of Security Deed in favor of ADVANTA NATIONAL BANK, dated September 10, 90-1 1998 as recorded in Deed Book 25447, Page 313, Fulton County, Georgia records, in the principal day amount of \$45,000.00

b. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded, to wit (b) Administrators Deed from Roshanda Deniece Williams, as Administrator of the estate of Janet W. Willimams, to Roshanda Deniece Williams (c) Warranty Deed from Roshanda Deniece Williams to New Hope Realty Investments, Inc. to convey fee simple title.

- c. Receipt of proof satisfactory to us that no improvements or repairs were made on the caption property within 90 days preceding the filing for record of the instrument required at Item (a) and (b) above; or in the event such improvements or repairs were made, that they have been completed and all costs incurred in connection therewith, including surveyor's and architect's fees, if any, have been paid.
- d. Proof must be furnished by affidavit that the vested owner is the only person who is or has a right to be in possession of caption property at the time of closing.
- e. 2004 Fulton County Taxes are PAID in the amount of \$91.39
 2004 City of Atlanta Taxes are PAID in the amount of \$241.03
 2003 Sanitation Bill PAST DUE in the amount of \$518.62, plus penalty and interest, if any.
 2004 Sanitation Bill PAST DUE in the amount of \$568.70, plus penalty and interest, if any.!
 Parcel ID # 14-0070-0008-020-6
 TAXES DUE: 8-15 (City of Atlanta); 10-15 (Fulton County)

Payment, Satisfaction and Cancellation of FI FA in favor of City of Atlanta, dated Febraury 2, 2004 as recorded in GED 20, page 301, Fulton County, Georgia records, in the principal amount of \$468.39, plus penalty and interest, if any

Payment, Satisfaction and Cancellation of FI FA in favor of City of Atlanta, dated December 1, 2004 as recorded in GED 151, page 153, Fulton County, Georgia records, in the principal amount of \$241.09, plus penalty and interest, if any; assigned to Vesta Holdings I, LLC dated December 15, 2004 as recorded in GED 175, page 316, aforesaid County records.

PRIOR CLOSING

ALTA Commitment Schedule B - Section I (10/6/82)

(C05-319.PFD/C05-319/20)

DM/MLPC-00082

Stewart Title Guaranty Ccompany

Commitment Number: C05-319

SCHEDULE B - SECTION II EXCEPTIONS

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

- a. Defects, tiens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
- b. Existing easements for public roads and public utilities now in use and not shown by public records.
- c. Such state of facts as would be disclosed by an accurate survey and inspection of the premises.
- d. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished. NOTE: Upon receipt of a satisfactory Affidavit of Agreement this exception will be deleted.
- e. Any facts, rights, interests or claims which are not shown by the public record but which could be ascertained by an accurate survey of the land or by making inquiry of persons in possession thereof.
- f. Easements, liens or encumbrances or claims thereof, which are not shown by the public record.
- g. Right or claims of parties in possession not shown by public records.
- All assessments and taxes due in 2005, and thereafter.

ALTA Commitment Schedule B - Section II (10/6/82)

Stewart Title Guaranty Company

Commitment Number: C05-319

SCHEDULE C PROPERTY DESCRIPTION

The land referred to in this Commitment is described as follows:

BEING KNOWN AND DESIGNATED AS THE FOLLOWING DESCRIBED PROPERTY TO WIT: ALL THAT CERTAIN PROPERTY SITUATED AND BEING IN LAND LOT 70, 14TH DISTRICT, FULTON COUNTY, GEORGIA, BEING LOT 1, BLOCK F, UNIT 1, MARION BUILDERS INV. CO. PROP. AS PER PLAT RECORDED IN PLAT BOOK 35, PAGE 40, FULTON COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN AT THE CORNER FORMED BY THE INTERSECTION OF THE EASTERLY SIDE OF POLAR ROCK AVENUE WITH THE SOUTHERLY SIDE OF POLAR ROCK PLACE, IF SAID STREET LINES WERE EXTENDED TO FORM AN ANGLE INSTEAD OF A CURVE; RUNNING THENCE SOUTHERLY ALONG THE EASTERLY SIDE OF POLAR ROCK AVENUE SIXTY (60) FEET TO AN IRON PIN AND LOT 2, SAID BLOCK AND SUBDIVISION; RUNNING THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID LOT 2, ONE HUNDRED SIXTY (160) FEET TO AN IRON PIN; RUNNING THENCE NORTHERLY SIXTY (60) FEET TO AN IRON PIN AND THE SOUTHERLY SIDE OF POLAR ROCK PLACE; RUNNING THENCE WESTERLY ALONG THE SOUTHERLY SIDE OF POLAR ROCK PLACE ONE HUNDRED SIXTY (160) FEET TO THE EASTERLY SIDE OF POLAR ROCK PLACE ONE HUNDRED SIXTY (160) FEET TO THE EASTERLY SIDE OF POLAR ROCK AVENUE, IF EXTENDED, AND THE POINT OF BEGINNING; BEING IMPROVED PROPERTY HAVING A ONE-STORY BRICK HOUSE THEREON, AND BEING MORE PARTICULARLY SHOWN ON SURVEY PREPARED BY A.S. GIOMETTI & ASSOC., IN,.., DATED SEPTEMBER 22, 1972.

LESS AND EXCEPTING, HOWEVER, THAT PORTION OF THE ABOVE DESCRIBED PROPERTY USED IN ROUDING THE CURVE OF POLAR ROCK AVENUE AND POLAR ROCK PLACE. THE IMPROVEMENTS THEREON BEING KNOWN AS 2270 POLAR ROCK AVENUE.

BEING THE SAME LOT OR PARCEL OF GROUND WHICH BY DEED DATED JUNE 14, 1978 AND RECORDED AMONG THE LAND RECORDS OF FULTON COUNTY IN BOOK 6991, PAGE 456, WAS GRANTED AND CONVEYED BY AND BETWEEN ADMINISTRATOR OF VETERANS' AFFAIRS, AN OFFICER OF THE UNITED STATES OF AMERICA, UNTO RONALD DOUGLAS WILLIAMS AND JANET W. WILLIAMS.

ALTA Commitment Schedule C

(C05-319.PFD/C05-319/20)

TRANSMISSION VERIFICATION REPORT

TIME : 03/09/2005 01:58 NAME : DOTTITLE FAX : 7709512915 TEL : 6786312323

DATE, TIME FAX NO./NAME DURATION PAGE(S) RESULT MODE

03/09 01:56 7703920367 00:01:19 05 OK STANDARD ECM

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Recorded:

Dated:

No satisfaction found of record. Maturity date is 9/29/81

Deed Books

EXHIBIT

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A. SETTLEMENT STATEMENT

U.S. Department of Housing and Urban Development

| B. Type of Loan | | | | OMB No. 230 | 2-0200 |
|--|----------------------|---|--|--------------------------------|-------------------|
| 1 FHA 2 FM 44 . 3 Co | rv, Urins. G. File | filmber | 7. Lean Humber | 6 Montgage Instrume | : Clase (Stordier |
| # _ VA 5 _ Carev for | ľ | 05-539 | • | } | |
| C. NOTE: This fone is furnished | to give you a statem | | of costs. Amounts paid to and by the | lie settlement agent are show | |
| liems marked (P.O.C | .) were puld outside | he closing; they are s | hown here for information purpose | edlickholadzaí lon era lace ec | otale. |
| D. Hama and Address of Bonower | | E. Name and Addres | s of Seller | F. Name and Address of Le | nriest |
| 2270 POLAR ROCK TRUST | | NEW HOPE REALTY I | NVESTHENTS, INC. | • | |
| MIRE CHERNEUKA, TRUSTEE | | 7.05 8 1 111 | · . | | |
| B25 Golf View Court | | 7425 Branklonsfire Atlanta, GA 10350 | Road | | |
| Dacula, GA 30019 | | METANICO, ON JUSTA | | | 3.0 |
| 54575 | ŀ | i | | | <i>જ</i> , 1 |
| G. Property Cocalion | | | H. Settlement Agent | -! <u></u> | 8/2 |
| | | • | STEVENS & COOPER, LLC | | |
| 2270 POLATI ROCK AVEIDE | | | | | |
| ATLANTA, GEORGIA 30315 | | | Place of Settlement | | 1. Settlement |
| Figlion County | | : | 400 PERIMETER CENTER TER | R. #270 | Üale |
| II. 70/14th District | • | | ATLANTA, GEORGIA 30346 | | 03/09/09 |
| L CLIMANDY OF BODGE | WEDIO TO A NO | , OTION | V OUMANN OF AF | LL EDIO TO LUO LOTTO | <u> </u> |
| J. SUMMARY OF BORRO | | ACTION: | ···· | LLER'S TRANSACTIO | N: |
| 100, Gross Amount Due Fro | our porrower | J9,900.0 | 400, Gross Amount Due 0 401, Contract sales price | E IO DEIIGI | 39,90 |
| 102. Personal property | | 39,900.1 | 402, Personal property | | 29, 40 |
| 103 Suttlement charges to horrower | (line 1400) | 695.0 | | | |
| 104. Referral Fee/Bropleh | pare raixy | 3,000.0 | | | |
| 105. | | | 105. | | |
| Adjustments for items | paid by seller i | n advance | | ems paid by seller in a | dvance |
| 106, City/lown laxes | lo | | 406, City/town taxes | io | |
| 107. County taxes | ko | | 407, County taxes | lı) | |
| 108. Assessments | to | | 400. Assessments | 10 | |
| los. | | | 409, 1 | | |
| 1 1/11 | | | 410, | | |
| 111 | | _ | 411. | | |
| 112 | | | 412. | | |
| | | as does n | | ' | 20.00 |
| 120. GROSS AMOUNT DUE FROM | | | 1 420, GROSS AMOUNT DUE T 500, Reductions In Amo | | 39,900 |
| 200. Amounts Paid By or in | penali oi pond | 1,500.0 | | | 1,500 |
| 201, Deposit or camest ninney 202 Principal amount of new loan(s) | | 1,300.0 | 502. Settlement charges to sell- | | JS |
| 203 Existing trans) laken subject to | | | 503. Existing lean(s) taken sub- | | |
| 204 | | - | 504. Payoff of lirst mortgage to: | | |
| | | | | | |
| 205. | | | 505. Payoff of second mortgage | ะ โบสภ | |
| · · · · · · · · · · · · · · · · · · · | , | : | | | |
| 206 | | | 506. Past Due Samitary #63 | 840571 | 379 |
| 207. | | | 507, Past flue Water #55060 | 319 | 235 |
| 208 | | | 508. | | |
| 209 | | | 509. | | |
| Adjustments for items | unpaid by selle | r · | Adjustments for its | ems unpaid by seller | |
| 210 City/town laxes | 01/01 to 03/0 | | | 01/01 to 03/09 | 4.1 |
| 211. County laxes | 01/01 to 03/09 | | - | 01/01 to 03/09 | 17 |
| 212. Assessments | 01/01 to 03/09 | | | 01/01 to 03/09 | 107 |
| 213 | | 1 | 513. | · | |
| 214. | | - ! | 514. | | |
| 215 | | | 515. | | |
| 216. 217 | | <u> </u> | 517. | | |
| 218 | | | 518. | | |
| 219, | | - | 519: | | |
| | | - | <u> </u> | | |
| 220, TOTAL PAID BY/FOR BORROY | WER | 1,666.3 | 520 TOTAL REDUCTION AME | OUNT DIJE SELLER | 2,313 |
| 300. Cash At Settlement Fro | | rer : | 600. Cash Al Settlement | To or From Seller | |
| 301. Gross amount due from borrowe | | 43,595.00 | 601. Gross amount due to selfe | r (line 420) | 39, 9 00 |
| 302, Less amounts paid by/for borrow | ver (line 220) | 1,666.3 | 602. Less reduction amount due | seller (line 520) | 2,313 |
| | | 1 | | | 77 CO1 |
| 303, CASH FROM BORROW | ER | 41,928.6 | 603 CASH TO SEULE | 1 | 37,586 |

STRISTITUTE FEMAL 1999 SELLER STATEMENT: The intermittee contained interior is imposed for followed by incident of the Internal Revenue Service. If you are required to the a return, a registerior person will be contained and the property of the a return a registerior person will be contained and the first determines that it has not been reported. The Contained Seal Price Described by James and the contained Seal Price Described by James and the contained Seal Price Described of the described by the resource of the thereofore.

SELLER HESTIR METERS: If the real estate way your principal meldency, the four 2119, Sole or Exchange of Principal Psychological Francis and many gain, with your bicome law return for

You are regulated by law to provide STEVENS & COCKPER, LLC () with your correct papers illocalifor markets. If you no not provide your correct tampages identification named by the state of the provided provided the provided by the state of the provided provided the provided by the state of the provided by the state of the provided the provid

| ······································ | |
|--|------------------------------|
| T#1 | SELLEN SUSHATURE N. JA. Vers |

A. SETTLEMENT STATEMENT

U.S. Department of Housing and Urban Development



| R Type of Leas | | | | OM8-No. 25 | 02-0265 |
|--|--------------------------|---|--|---|-----------------|
| B. Type of Loan | 2 51-1 | | | 1 | |
| 4. VA S. Conv. fur. | 6, File I | 4umbei | 7, Loan Number | 8. Mortgage (resums) | e Case Number |
| | . | 05-539 | | | |
| C. NOTE: This form is lumished to give you | a statemer | nt of actual settlement | costs. Amounts paid to an | d by the settlement agent are show | n. |
| D. Name and Address of Borrower | | | | uposes and are not included in the | |
| 2270 POLAR ROCK TRUST | | E. Name and Address IEW HOPE REALTY IN | | F. Name and Address of L | ender |
| HIKE CHERWENKA, TRUSTEE | [" | CW HOPE REALTY (N | VESTRENTS, INC. | | |
| | - l | 425 Brandonshire | Road | | |
| 825 Golf View Court | | itlanta, GA 30350 | | | |
| Dacula, GA 30019 |] | | | | |
| | | | | | |
| G. Property Location | | | H. Seitlement Agent STEVENS & COOPER. LL | ٥ | |
| 2270 POLAR ROCK AVENUE | | | SIEVENS & COUPER, EL | -L | |
| ATLANTA, GEORGIA 30315 | | | Place of Settlement | | I. Settlement |
| Fulton County | | | 400 PERIMETER CENTER | TERR, #270 | Date |
| LL 70/14th District | | | ATLAHTA, GEORGIA 303 | | 03/09/05 |
| | | | | | 1. |
| J. SUMMARY OF BORROWER'S 1 | | ACTION: | | SELLER'S TRANSACTION | ON: |
| 100. Gross Amount Due From Borro | wer | | 400. Gross Amount | | |
| 101. Contract sales price | | 39,900.00 | | , . | 39,900.0 |
| 102. Personal property | | 605.00 | 402. Personal properly | | |
| 103. Settlement charges to borrower (line 1400) 104. Referral Fee/Bropleh | | 3,000.00 | | | } |
| 105. | | 3,000.00 | 405. | | |
| Adjustments for items paid by | seller ir | advance | | or items paid by seller in | advance |
| 105. City/lown taxes | ło | | 406. City/lown taxes | 10 | 1 |
| 107. County taxes | to | | 407. County taxes | tó | |
| 108, Assessments . | lo , | | 408, Assessments | lo | |
| 109. | | | 409. | | |
| 110 | | | 410. | | |
| 111. | | | 411. | | |
| 112. | | | 412. | | |
| 120. GROSS AMOUNT DUE FROM BORROWE | Ξ R | 43,595,00 | 420. GROSS AMOUNT D | DUE TO SELLER | 39,900.00 |
| 200. Amounts Paid By or In Behalf o | | | | Amount Due To Seller | |
| 201. Deposit or earnest money | _ | 1,500.00 | 501. Excess Deposit (see | instructions) | 1,500.00 |
| 202. Principal amount of new loan(s) | | | 502, Settlement charges (| to setler (fine 1400) | 39.90 |
| 203. Existing loan(s) taken subject to | _ | | 503. Existing loan(s) take | | |
| 204. | | 1 | 504. Payoff of first mortga | sge loan | |
| 205 | | | COC Day Halananday | | <u> </u> |
| 205. | | | 505, Payoff of second mo | uñade iosu | |
| 206. | - | | 506. Past Due Sanitary | v #63840571 | 379.39 |
| 207. | | | 507. Past Due Water # | | 228.12 |
| 208. | | | 508. | | |
| 209. | | | 509. | | |
| Adjustments for items unpaid b | | · | | or items unpaid by seller | |
| | 1 to 03/09 | | 510. Cily/lown taxes | 01/01 to 03/09 | 41.70 |
| ······································ | 1 to 03/09 1 to 03/09 | 17.03 | 511, County taxes | 01/01 to 03/09 01/01 to 03/09 | 17.03 107.61 |
| 212. Assessments 01/0 213. | 10 03/09 | 101.101 | 512. Assessments | 01/01 10 03/09 | 101.01 |
| 214. | | | 514. | | |
| 216. | | | 515. | | |
| 216. | | | 516, | | |
| 217. | | | 517. | | |
| 218, | | ļ | 518. | | |
| 219. | | | 519. | - · · · · · · · · · · · · · · · · · · · | |
| 220 TOTAL DAID BY/FOR BOOROWER | | 1 655 14 | 520 TOTAL REDUCTION | NAMOUNT DUE SELLER | 2,313.75 |
| 220. TOTAL PAID BY/FOR BORROWER 300. Cash At Settlement From or To | Borrow | | | nent To or From Seller | 2,313.73 |
| 301. Gross amount due from horrower (line 120) | 20,1010 | | 601. Gross amount due to | | 39,900.00 |
| 302. Less amounts paid by/for borrower (line 220 | i) | | 602. Less reduction amou | | 2,313.75 |
| | | | | | |
| 303. CASH FROM BORROWER | | 41,928.66 | 603 CASH TO SI | ELLEA | 37,586.25 |

SUBSTITUTE FCRIM 1009 SELLER STATEMENT: The information contained herein is important tax information, and is being furnished to the internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been

SCLLER INSTRUCTIONS: If his real salate was your principal residence, file Form 2115, Sale or Exchange of Principal Residence, for any gain, with your income lax intum; for all purpose providence provident the architecture of principal file that architecture of the principal file that are a file of the principal file.

You are required by law to provide STEVENS & COOPER, LLC () with your correct taxpayer identification number. If you do not provide your correct taxpayer identification number, you may be subject to child or criminal penalties imposed by law. Under carolitics of perjury, I certify that the number shown on this statement is my correct taxpayer identification or control taxpayer.

eterattication residen.

| L. SETTLEMENT CHARGES: FILE #: 05-539 700. TOTAL SALES/BROKER'S COMMISSION based on price \$ = Division of commission (line 700) as follows: | PAID FROM BORROWER'S FUNDS AT | FUNDS AT |
|---|--|---------------------------------------|
| 701. \$ In 702. \$ to | SETTLEMENT | SETTLEMENT |
| 703. Commission paid at Statilizment 704. | | |
| 800. ITEMS PAYABLE IN CONNECTION WITH LOAN P.O.C | | |
| 802. Loan Discount % | | |
| 803. Appraisal Fee to | | |
| 805. Lender's Inspection Fee to | | . — |
| 806. Mlg. Ins. Application Fee to 807. Assumption Fee to | | · · · · · · · · · · · · · · · · · · · |
| 908. | | |
| 810. | | |
| 811. | | |
| 812. | | |
| 814. | | |
| 815. 900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE | | |
| 901, Interest from to @\$ /day Day | 5 | |
| 902. Murtigage Insurance Premium for to to 903. Hazard Insurance Premium for yrs to | | ··· |
| 9014 | | |
| 905. 1000. RESERVES DEPOSITED WITH LENDER FOR | | |
| 1001. Hazard Insurance nn. @\$ //nu. | } | |
| 1002. Mortgage Insurance no @5 /rno. | | |
| 1003. City property taxes mo. @\$ /mo. 1004. County projectly taxes mo @\$ /mo. | | |
| 1005, Annual Assessments mo. @\$ /mo. | | |
| 1006. mo. 95 /mo. 1007. mo. 95 /mo. | | |
| 1006. | | |
| 1100. TITLE CHARGES ; | | |
| 1102. Abstract or title search to | 152.00 | |
| 1103. Tille examination to TRADITIONAL TITLE/S&C 1104. Title insurance binder to | 150.00 | |
| 1105. Document preparation to | | |
| 1106. Notary (sees to STEVENS & COOPER. LLC | 400.00 | |
| (includes above items No: | 100.00 | |
| 1108. Title insurance to S&C AGENT OF FIDELITY NATIONAL (Includes above items No.) | 150.00 | |
| 1109. Lender's coverage \$ | | Ì |
| 1110. Owner's coverage \$ 39,900.00 100.00 | | |
| 1112. | | |
| 1113. 1200. GOVERNMENT RECORDING AND TRANSFER CHARGES | <u>. </u> | |
| 1201, Recording fees Deed S ; Mortgage S ; Releases \$ | | |
| 1202. City/county/stamps Dead \$ Mortgage \$ 1203. State tax/stamps Dead \$ Mortgage \$ | | 39.90 |
| 1204. TO RECORD DEEDS PD TO SAA | 45.00 | |
| 1205. 1300. ADDITIONAL SETTLEMENT CHARGES | | |
| 1301. Survey to | | |
| 1302, Pest inspection to 1303. | | |
| 1304. | | |
| 1305. | | |
| 1306. | | |
| 1306. | | 30.00 |
| 1400. TOTAL SETTLEMENT CHARGES (enter un lines 103 and 502, Sections J and K) | 695.00 | 39.90 |
| nave cases by reviewed the MUD-I Settlemant Statement and to the best of my knowledge and ballet, it is a true and occupie electrical and part of all receipt of any accorder of your pression of a received a copy of the HUD-I Settlement Statement. Indian the pression of a received a copy of the HUD-I Settlement Statement. 270 KOLLS HUDCH FIRST | <u>.</u> ` | Seiter |

3-9-05

ACKNOWLEDGEMENT AND RECEIPT OF SETTLEMENT STATEMENT

LENDER:

DATE: 03/09/05

PURCHASEABORROWER: 2278 POLAR ROCK TRUST and MIKE CHERWENKA, TRUSTEE

SELLER: NEW HOPE REALTY INVESTMENTS, INC., a Georgia Corporation

PROPERTY ADDRESS: 2270 POLAR ROCK AVENUE, ATLANTA, GEORGIA 30315

Purchaser and Seller acknowledge that each has received, reviewed, and approved the entries appearing on the Settlement Stotement, and each acknowledge receipt of a copy of same. Purchaser acknowledges receipt of a copy of the Truth in Lending Disclosures, if any, prior to consummation of the loan transaction. Purchaser further acknowledges receipt and disbursement on his behalf of the loan proceeds in full. Seller acknowledges receipt and payment in full of the proceeds due Seller from the settlement. Seller warrants the correctness of all payoff amounts for outstanding liens and encumbrances; if any deficiency occurs, Seller shall promptly remit the same to the settlement agent.

If the protation of taxes and assessments was made based on estimated amounts prior to receipt of current actual bills. Purchaser aix! Seller agree to adjust the prorations shown on the Settlement Statement between themselves when current actual bills are received. The payment of all outstanding taxes aix! assessments not paid at settlement are assumed by Purchaser.

Purchaser and Seller acknowledge that settlement agent and Lender make no representations as to the status of any outstanding or post due water, sewerage or other utility bills applicable to the property. The status of such items shall be determined by and are the responsibility of the Purchaser and Seller.

Purchaser and Selfer agree that should any inadvertent errors or omissions later be discovered in any documents executed at settlement, they shall promptly execute such corrective documents and remit such sums as may be required to adjust or correct such errors or omissions.

Purchaser hereby acknowledges that a real property tax return and application for homestead exemption is required by law and is to be filled with the county tax collector in which the property lies, between January 1 and March 31 of the year immediately following settlement and that such fillings are the sole responsibility of Purchaser. Seller warrants that all required tax returns and applicable exemption applications have been filled for the current tax year. Seller further agrees to reimburse Purchaser for any penalties caused by Seller's failure to file a proper and limely tax return.

Buildvised that in connection with the loan transaction, all legal services performed are on behalf of the Lender. This firm does not represent you as your attorney and you are entitled to retain counsel of your choice if you desire to do so.

As part of the consideration of this sale, the contract between the parties is by reference incorporated herein and made a part hereol; the terms and conditions contained therein shall survive the closing and shall not merge upon delivery of the Warranty Deed.

| BORROWER'S MONTHLY PATMENT: | | | FIRST PAYMENT DUE: | |
|-----------------------------|--------|---------|----------------------|---------------------------|
| Principal and Interest | \$ | 0 | , 20 | |
| Hazard Insurance | | 0 | | |
| State and County Taxes | | 0 | Payments made to: | |
| City Taxes | | 0 | | |
| FHA MIP or PMI | • | 0 | - | |
| Other | • | 0 | | |
| TOTAL: | s | 0.00 | • | |
| NEW HOPE REALTY INVESTMENT | | 227 | O FOLAR POCK TRUST | |
| | SELLER | MIK | E CHERWENKA, TRUSTEE | JURCHASER/BORROWER SELLER |
| • | SELLER | | | PURCHASER/BORROWER |
| | | 4 minus | | |
| | SELLER | • | | PURCHASER/BORROWER |

STEVENS & COOPER, LLC

BY: Settlement Agent

WARRANTY DEED

STATE OF GEORGIA
COUNTY OF DEKALB

This Indenture made this 9th day of March, in the year 2005, between NEW HOPE REALTY INVESTMENTS, INC., a Georgia Corporation, of the County of Fulton, State of Georgia, as party or parties of the first part, hereinunder called Grantor, and 2270 POLAR ROCK TRUST and MIKE CHERWENKA, TRUSTEE* as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

* AS PER AFFIDAVIT OF LAND TRUST ATTACHED HERETO IS EXHIBIT "B" WITNESSETH that: Grantor, for and in consideration of the sum of TEN AND 90/100 (\$10.00)

Dollars and other good and valuable considerations in hand peid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by those presents does grant, bargain, self, aften, convey and confirm unto the said Grantee.

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERÊNCE MADE A PART HEREOF

TO HAVE AND TO HOLD the said tract or parcet of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoot of the said Grantee forever in FEE SIMPLE.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons claiming under Grantor, but not otherwise.

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal this day and year first above written.

Signed, sealed and delivered in the presence of:

NEW HOPE REALTY INVESTMENTS, INC.

Wildess Ralph Lewis President

(Seal)

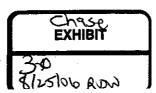
Notary Public Expires

GEORGIA

MARCH 21, 2018

PUBLIC

TON CO.



| F-61 (Rev. 1) (04) | | | | | ~~····· | SECTION C - TAX CO | MIRITATION |
|---|-----------------|----------------------|---------------------|---|--------------------------------------|--------------------------------------|-----------------|
| SECTION A - S | ELLER'S INFORMA | TION (Do not | use agent's informa | tion) | ` | SECTION C - TAX CO | WIT DIATION |
| SELLER'S BUSINESS / ORGANIZATION / OTHER NAME | | | | Exempt C | | NON | |
| NEW HOPE REALTY INVESTMENTS, INC. | | | | H no exen | apt code enter NONE | | |
| MAILING ADDRESS (STREET & NUMBER) 7425 BRANDONSHIRE ROAD | | | | 1, Actual 1 | Value of consideration received by t | seller \$39,900.00 | |
| | | | | Comple | de Line 1A if actual value unknown | | |
| CITY, STATE / PROVINCE / REGION, ZIP CODE, COUNTRY DATE OF SALE | | | | 1A, Estim | ated Jair market value of Real and | \$0.00 | |
| ATLANTA, GA 30350 USA | | 3/9/2005 | | Perso | nai property | | |
| SECTION B - BUYER'S INFORMATION (Do not use agent's information) | | | | | 2, Fair ma | tket value of Personal Property only | \$0.00 |
| BUYERS'S BUSINESS / ORGANIZATION / OTHER NAME | | | | | t of liens and encumbrances | \$0.00 | |
| 2270 POLAR ROCK TRUST, MIKE CHERWENKA, TRUSTEE | | | | not rem | loved by transfer | | |
| MAILING ADDRESS (Must use buyer's address for lax billing & notice purposes) | | | | | cable Value | \$39,900.0 | |
| 825 GOLF VIEW CO | URT | | | | (Line 1 | or 1A (ess Lines 2 and 3) | |
| CITY, STATE / PROVINCE / REGION, ZIP CODE, COUNTRY Check Buyers intended Use (X) Restantial () Commercial (1) Agricultural () Industrial | | | | JE at .50 per \$100 or fraction thereof um \$1,00) | \$39.9 | | |
| | SE | CTION D - PR | OPERTY INFORMA | TION (Locat | an of Propert | ly (Street, Route, Hwy, etc)) | |
| HOUSE NUMBER & EXTE | | PRE-DIREC | TION, STREET HAME | AND TYPE, | POST DIRECT | TION- | SUITE NUMBER |
| 2270 POLAR ROCK Avenue | | | | | | | |
| COUNTY | | CITY (IF APPLICABLE) | | | MAP & P | ARCEL NUMBER | ACCOUNT NUMBER |
| FULTON ATLANTI | | | | 14-007 | 0-0008-020-6 | İ | |
| | | | LAND DISTRICT | [AC | ES | LAND LOT | SUB LOT & BLOCK |
| TAX DISTRICT | GMD | 1 | 14 | | | 70 | LOT 1. BLOCK F |
| · | | L | | 1 | ************* | - Intiles Ordel | |
| | | | CTION E - RECORD | | | FLAT BOOK | PLAT PAGE |
| DATE | | DEED BOO | DEED BOOK DEED PAGE | | jt | FEAT BOOK | 1 |

ADDITIONAL BUYERS

EXHIBIT

31
8125104 ADD

Deed Book 39667 Pg 349
Filed and Recorded Mar-28-2885 89:29ae
2005-0124046
Real Estate Transfer Tax 864.88
Juanita Hicks
Clerk of Superior, Court
Fulton County, Georgia

WARRANTY DEED

STATE OF GEORGIA

COUNTY OF DEKALB

This Indenture made this 9th day of March, in the year 2005, between 2270 POLAR ROCK TRUST and MIKE CHERWENKA, AS TRUSTEE, of the County of Gwinnett, State of Georgia, as party or parties of the first part, horeinunder called Grantor, and ATLAS REALTY, INC., a Georgia Corporations, as party or parties of the second part, hereinsilar cated Grantae (titra words "Grantor" and "Grantee" to highering their respective heirs, succussors and easily is where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of TEN AND 00/106 (\$10.00) Dollars and other good and valuable considerations in hand pake at and before the scaling and delivery of these presents, the receipt writtent is hereby acknowledged, her granted, herbained, sold, allened, conveyed and confirmed, and by these prosesse does grant, pargent, set, allen, convey and confirm while the said Gromee,

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF

TO HAVE AND TO HOLD the sold tract or percel of land, with all and singular the dolls, monitors and appartenences flicted. In

AND THE SAID Grantor will warrant and forevor defend the right and title to the above described property unto the said Grantee ageinst fire delins of all persons daln'ing under Grantor, but not otherwise.

IN WITNESS WHEREOF, Grantor has browning set grantor's hand and seal dils day and year likel above writton.

Signed, sealed and dailycrad in the presence of

2270 POVAH ROCK TRUST

MIKE CHERWENKA, AS TRUSTEE

Uron

GEORGIA BUBLI

EXHIBIT "A"

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 70 OF THE 14TH DISTRICT, PULTON COUNTY, GEORGIA AND BEING LOT 1, BLOCK F, UNIT 1, MARION BUILDERS INV. CO. PROPERTY, AS PER PLAT RECORDED IN PLAT BOOK 35, PAGE 40, FULTON COUNTY, GEORGIA RECORDS, AND BEING PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN AT THE CORNER FORMED BY THE INTERSECTION OF THE EASTERLY SIDE OF POLAR ROCK AVENUE WITH THE SOUTHERLY SIDE OF POLAR ROCK PLACE, IF SAID STREET LINES WERE EXTENDED TO FORM AN ANGLE INSTEAD OF A CURVE; RUNNING THENCE SOUTHERLY ALONG THE EASTERLY SIDE OF POLAR ROCK AVENUE SIXTY (60) FEET TO AN IRON PIN AND LOT 2, SAID BLOCK AND SUBDIVISION; RUNNING THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID LOT 2, ONE HUNDRED SIXTY (160) FEET TO AN IRON PIN ON THE SOUTHERLY SIDE OF POLAR ROCK PLACE; RUNNING THENCE WESTERLY ALONG THE SOUTHERLY SIDE OF POLAR ROCK PLACE ONE HUNDRED SIXTY (160) FEET TO THE EASTERLY SIDE OF POLAR ROCK PLACE ONE HUNDRED SIXTY (160) FEET TO THE EASTERLY SIDE OF POLAR ROCK AVENUE, IF EXTENDED, AND THE POINT OF BEGINNING. BEING IMPROVED PROPERTY HAVING A ONE-STORY BRICK HOUSE THEREON KNOWN AS 2270 POLAR ROCK AVENUE, ATLANTA, GEORGIA 30315 ACCORDING TO THE PRESENT SYSTEM OF NUMBERING HOUSES IN FULTON COUNTY, GEORGIA; AND ALSO BEING MORE PARTICULARLY SHOWN ON A SURVEY PREPARED BY A.S. GIOMETTI & ASSOC., INC., DATED SEPTEMBER 22, 1972.

LESS AND EXCEPT, HOWEVER, THAT PORTION OF THE ABOVE-DESCRIBED PROPERTY USED IN ROUNDING THE CURVE OF POLAR ROCK AVENUE AND POLAR ROCK PLACE.

•

*

| 7.6) (Rev. 11.04) SECTION A - SELLER'S INFORMATION (Do not use agent's information) | | | | | SECTION C - TAX COMPUTATION | | | |
|---|------|---------------|---------------------|---|---|---|-----------------|--|
| | | | nea agent's intorma | | ļ | | 7 | |
| SELLER'S BUSINESS/ORGANIZATION/OTHER NAME 2270 POLAR ROCK TRUST, MIKE CHERWENKA, AS TRUSTER | | | | Exempt Code If no exempt o | code enter NONE | пом | | |
| MAILING ADDRESS (STREET & NUMBER) 825 GOLF VIEW COURT | | | | | 1. Actual Valu Complete L | e of consideration received by sel line 1A if actual value unknown | \$64,000.04 | |
| CITY, STATE / PROVINCE / REGION, 2/P CODE, COUNTRY DATE OF SALE DACULA, GA 30019 USA 3/9/2005 | | | | 1A, Estimated Personal | tals market value of Real and property | \$0.00 | | |
| SECTION B - BUYER'S INFORMATION (Do not use agent's information) BUYER'S RUSINESS / ORGANIZATION / OTHER NAME ATLAS REALTY, INC. | | | | | Z. Fall marke! | value of Personal Property only | \$0.00 | |
| | | | | | | liens and encumbrances d by transfer | | |
| MAILING ADDRESS (Must use buyer's address for lax billing & notice purposes) 727 DEAN ROAD CITY, STATE! PROVINCE / REGION, ZIP CODE, COUNTRY SUWANZE, GA 30024 DSA () Agricultural () Industrial | | | | 4. Net Taxable Value (Line 1 or 5A less Lines 2 and 3) | | \$64,000.00 | | |
| | | | | 5, TAX DUE at (Minimum \$ | 1,10 per \$100 or fraction thereof \$1.00) | . \$64.00 | | |
| | | ECTION D - PI | OPERTY INFORMA | TION (Location | of Property (S | Street, Route, Hwy, etc)) | | |
| HOUSE NUMBER & EXTENSION (ex 265A) PRE-DIRECTION, STREET NAME AND TYPE, PC 2270 POLLAR ROCK AVADUA | | | | | | | SUITE NUMBER | |
| COUNTY CITY (IF APPLICABLE) FULTON ATLANTA | | | | | MAP & PARCEL NUMBER 14-0070-0008-020-6 | | ACCOUNT NUMBER | |
| TAX DISTRICT | GMD | | LAND DISTRICT | ACRE | s | LAND LOT | SUB LOT & BLOCK | |
| TAX DISTRICT | GMID | | 14 | | | 70 | LOT 3, BLOCK F | |
| | | ÷ | ECTION E - RECORD | HNG INFORMA | TION (Official) | Use Only) | | |
| | | | | DEED PAGE | | PLAT BOOK | PLAT PAGE | |
| DATE DEED BOOK | | UK | | | | 1 | | |

ADDITIONAL BUYERS
None





Owner's Policy of Title Insurance

Fidelity National Title Insurance Company A Stock Company Policy No. GA2235-10-05-586-2005.27106-70161835

OWNER'S POLICY OF TITLE INSURANCE

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE, CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, FIDELITY NATIONAL TITLE INSURANCE COMPANY, a California carporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

- 1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
- 2. Any defect in or lien or encumbrance on the title;
- 3. Unmarketability of the title;
- 4. Lack of a right of access to and from the land.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Canditions and Stipulations.

IN WITNESS WHEREOF, FIDELITY NATIONAL TITLE INSURANCE COMPANY has caused this policy to be signed and sealed by its duly authorized officers as of Date of Policy shown in Schedule A.

Issued by: GA2235 - 05-586 Stavens & Cooper, LLC 400 Perimeter Center, Suite 270

Allania, GA 30346-1024

Fidelity National Title Insurance Company

President

ATTEST (SMI NIGHT L

Countersigned: Eddle Morof Co.

FORM 1312 (05/04)

ALTA Owner's Policy (10-17-92)

EXHIBIT

34
6125104 ROW

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the enverage of this policy and the Company will out pay loss or damage, costs, attorneys' fees or expenses which arise by reason af:

- (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, probibiting ar relating to (1) the accurancy, use, or enjoyment of the land; (ii) the character, dimensions or togetion of any improvement now or interafter exceed no the land; (iii) a reparation in avacurable or a change in the dimensions or or of the land or any parel of which the land to or was a purt; or (iv) environmental protection, or the effect of any chickion of these laws, ardinances or governmental regulations, except to the extent that a active of the conforcement thereof or a native of a detect, lieu or encountenance resulting than a substitute of the fact of the conforcement of the substitute of the fact of the conforcement o from a violation or alleged violation affecting the land has been recorded in the public records at thate of Policy.
- (h) Any governmental police power and excluded by (a) above, except to the extent that a notice of the exercise thereof or a matter of a defect, then or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy. Rights of entirent domain unless under of the exercise thereof has fixed recorded in the public records at Date of Policy, but not excluding from
- coverage only filling which has accurred prior to thate of totley which would be binding on the rights of a purchaser for value without knowledge. trafects, liens, encombrances, adverse claims or other matters:

 - (a) created, suffered, essuand or agreed to by the insured claimant;
 (b) and known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed to writing to the Company by the insured cloimant prior to the date the insured cloimant became no insured mader this policy; resulting in no lass or damage to the insured cloimant;

 - attaching or created subsequent to finte of Policy; or
- resulting to loss or dumage which would not have been sustained if the insured chaincant had point value for the estate or interest insured by this policy
- Any claim which prizes out of the transaction vesting in the Insured the exists or interest by this policy, by reason of the operation of Jederal bunkenpley, state insulvency, or similar creditnes' eights daws, that is haved no:
 - (a) the transaction executing the estate or interest histored by this policy being decined a fraudulent conveyance or fraudulent transfer; or (b) the transaction creating the estate or interest insured by this policy being decound a preferential transfer except where the preferential
 - transfer results from the failure:
 - to timely record the instrument of transfer; or
 - (ii) of such recordation to impart notice to a purctuser for value or a judgment or lies creditor.

CONDITIONS AND STIPULATIONS

DEFINITION OF TERMS

- [REPINULDICAL LIASTIA] The following terms when used in this policy mean; (a) "insured": the insured named in Schedule A, and, ambject to any rights or defenses the Company would have had against the named insured, those who succeed in the interest of the named insured by operation of law as distinguished from purchase including, but not limited to hairs, distributees, devisees, survivors,
- personal representatives, uest of kin, or corporate or foliusiny successors.

 [h] "insued chiloratt" an insured chiloring loss or damage.

 [c] "knowledge" or "known"; retend knowledge, not constructive broyeledge or notice which may be imposed to an insured by reason of the public records as defined in this policy or any other records which impact constructive notice of matters offecting the land.

 [d] "land": the land described or referred to in Schedule A, and improve-
- ments affixed thereto which by law equations real property. The team "land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easument to abouting streets, roads, avenues afters, lones, ways or waterways, but nothing herein shall moutify de limit the extent to which a right of access to had from the land is insured by this noticy
- (c) "multgage": mortgage, sleed of trust, trust deed, or other security instru-
- (1) "public records": records astablished under state statutes at Date of Pulicy for the preprise of impuring constructive notice of matters relating to real property to practices for value and without knowledge. With respect to Section Halliv) of the Exclusions From Coverage, "public records" shall also include covironmental protection liens liked in the records of the eleck of the United States
- district count for the district in which the land is located.

 (g) "nonweletability of the title": an alloged or apparent matter affecting the title to the hand, and excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A or the insured martinge to be referred from the utiligation to purchase by virtue of a contractual combinering the delivery of marketable life.

CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the language entains on a state or inforest in the land, or holds an indebtedness secured by a purchase money marigage given by a purchases from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from the insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured by a parchase maney manage given to the insured.

3. MITTICE DE CLAIMETO, DE GLYKM BY INSORED CLAIMART

The insured shall notify the Campany promptly in writing (i) in case of any litigation as set forth in Section 4(n) below, (ii) in case knowledge shall canno to an insured becomes of any claim of title or interest which is adverse to the ritle to the natured increases of any count of time of infects which is adverge to the late in the cause of insects, as invested, and which might cause loss or damage for which the Company may be liable by virtue of this judicy, or (iii) if title to the extite or interest, as insured, is ejected as unmarketable. If prompt universities shall not be given to the Company, then us to the insured all liability of the Company shall terminate will regard to the matter of insures for which prompt endied is required; provided, however, that failure to mailly the Company shall in or case prejudice the rights of any insued under this policy notess the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

DEFENSE AND PROSECUTION OF ACTIONS: DUTY OF INSURED CLAIMANT TO COQUERATE

- (a) Open written engined by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its now cost and without unreasonable delay, shall provide for the deletie of an insured in fittipation in which any divid party asserts a claim obserts to the tritle or interest as imaged. but only as to those striked causes of action alleging a defect, lieu or encounterance or other natural against by this policy. The Company shall have the right to select counsel of its cheice (subject to the right of the insured to object for examinate cause) to represent the insured as to those stated courses of action and shall not be liable for and will not pay the first of any other counsel. The Changony will not pay any focs, costs of expresses incurred by the insued in the defense of those causes of action which offege matters and insued against by this puffey.

 (b) The Company shall have the right, at its own cost, to institute and
- prosecute any notion or proceeding or to do any other for which in its opinion may be necessary or desirable to establish the title in the estable or interest, as insured, or to present or reduce hiss or damage to the insured. He Company may take any appropriate action under the torce of this policy, whether or ant it shall be limbte hereunder, and shall not thereby concede liability or waive any provision of this pulicy. If the Company shall exercise its rights noder this pangraph, it shall do so diligently.
- (c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the Company may putsue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole distriction, to appeal from any adverse
- (d) In all cases where this policy permits or requires the Company to pros-ceate or provide for the defence of any action or preceding, the insured shaft secure to the Company the right to so prosecute to prochle defense in the action

or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the insured for this purpose. Whenever requested by the Company, the insuces, at the Company's espense, shall give the Company att company, on unsuren, at the company's orpense, stati give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting surfacement and (ii) in any other lawful set which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest, as instited. If the Company is prejudiced by the failure of the insured to formish the required compension, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any Higation, with regard to the matter or matters requiring such consecution.

CHOOL OF LOSS OR DAMAGE

he addition to and after the notices required under Section 3 of these Countitions and Stipulations have been provided the Company, a proof of lass or damage signed and sworn to by the insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertois the facts giving else to the less or damage. The proof of loss or damage whill describe the defect in, or lies or encombrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is projected by the failure of the insured columnt to provide the required proof of loss or damage, the Company's obligations to the housed under the policy shall terminate, including any finality or obligation to thefund proceeding any finality or obligation to defend, prosecute, are continue any fitigation, with regard to the matter or matters coparing such proof of tress or damage in addition, the insured chainant may reasonably be required to studied to

exemination under oath by any authorized representative of the Company and shall praduce for exemination, inspection and copying, or such reasonable times and places as may be designated by any authorized representative of the Company, all recently books, ledges, clocks, correspondence and incurrantly, whether bearing a date before or after that of Policy, which reasonably pertain in the tast or damage. Further, if requested by any authorized equescontaine of the Cimpany, the insured statuant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the oustudy or control of a third party, which reasonably pertoin to the loss or damage. All information designated as confidential by the insured claimant provided to the Company personal states. and to this Section shall not be disclosed to others miless, in the reasonable ment of the Company, it is necessary in the administration of the claim. Pattore of the instanced chainman to submit for examination under until, penduce other reasonably requested information or grant permission to secure reasonably necessary ably necessary information from third parties as required in this paragraph shall terminate any listellity of the Company under this policy as to that claim,

DETIONS TO PAY OR OTHERWISK SETTLE CLAIMS: TERMINA. TION OF LIABILITY

In case of a chilo under this noticy, the Company shall have the following ional onlines:

(a) In Pry or Tender Payment of the Amount of Instruments.

(i) In pay or toucher payment of the amount of Instrumer under this policy together with any easts, attorneys' fees and expenses incurred by the instruct claimant, which were authorized by the Company, up to the time of payment or

tender of payment and which the Company, is not rate time of payment or tender of payment and which the Company is obligated in pay.

(ii) Upon the exercise by the Company of this option, att liability and obligations to the insured under this policy, other than to make the payment required, shull terminate, including any liability or obligation to defend, proceeds, or continue any lidgoidon, and the patter shall be surrendered to the Company for consensations. cancellation.

(b) To Pay or Otherwise Soule With Parties Other than the insured

at Will, the Insured Claimant.

(i) to pay or officering sends with other parties for or in the rame of an insured claimant my claim Insured against under this inflicy, injective with any costs, attorneys' fees and expenses focured by the insured claimant which were authorized by the Company up to the time of payment and which the Company is outigated to yey; or

(ii) to pay or otherwise settle with the insured elaiment the loss or (1) 10 pay or outerwise some with this resultest command are two to damage provided for under this policy, logather with any casts, attentives fees and expenses incurred by the insured channal which were authorized by the Company up to the time of payment and which the Company is addigated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs b(i) or (ii), the Company s obligations to the insured under this paticy for the stained last or damage, other than the payments required to be made, shall terminate, including any liebility or obligation to defend, prosecute or continue any litication.

7. DEFERMINATION EXTENT OF LIABILITY AND EQUISIDED AND EXTENDED TO be policy is a contract of indenuity against actual manetary bas in damage treatment or incurred by the insored claimant who has sufficed has or damage by reason of matters insured against by this policy and only to the extent herein

- (a) The liability of the Cumpuny under this pulicy shall not exceed the least
 - (i) the Acound of Insurance stated in Schedule A; or,

(ii) the difference between the value of the heared estate or interest as insured and the value of the insured estate or interest subject to the defect, Hen or encumbrance insured against by this policy.

(b) In the event the America of Insurance stated in Schedule A at the Date of Policy is less than 80 percent of the value of the inserted estate of interest or the of Policy is rest man att percent at the vartie at the issued entire of miscott or the field considerablen point for the hand, whichever is less, or if subscincin to the Dute of Policy on improvement is creeted on the land which increases the value of the lastified eatile or interest by at least 20 procent over the Amount of transference mared in Schechile A, then this Policy is subject to the following:

(i) where no subsequent improvement less been under at to my pactial loss, the Company shell only pay the loss per cata in the proportion that the amount of insurance at Date of Policy bears to the total value of the insured estate or interest at Date of Policy; in

(ii) where a subsequent improvement has been unde, as to any partial loss, the Company shall only may the loss pro rata in the proportion than 120 percent of the Antonia of Insurance stated in Schedule A bears to the sum of the mount of Insurance stated in Schedule A and the amount expended for the improvement.

The provisions of this paragraph shall not apply to custs, atmoney; fees and expenses for which the Company is libble under this policy, and shaft only apply to that pontion of any loss which exceeds, in the aggregate, 10 percent of the Annuan of luserance mund in Scherinic A.

(c) The Company will pay only those casts, attorneys' fire and expenses incorred in accombance with Section 4 of these Conditions and Stignatutions

APPORTIONMENT

If the land described in Schedulo A consists of two to rathe parcels which are not used as a single site, and a loss is established affecting one move of the pracets but not all, the foss shall be computed and settled our a pre rate basis as it the mountai af institute under this policy was divided pro rain as to the volue or Date of Policy of each separate parcel to the whole, exclusive of any improvements make subsequent to Date of Policy, onless a fishility or value less otherwise been opiced more as to each parcel by the Company and the insured at the time of the insurance of this policy and shown by an express matement or by an endorscored attached to this

LIMITATION OF LIABILITY

(a) If the Company establishes the title, or removes the altegral defect, lien or encombrance, or sures the fact of a right of necess to or from the book or cours the claim of immarkelability of tiste, aft as inspeed, in a reasonably different resources by any method, including liftgarion and the completion of any appears therefrom it shall have fully perference its obligations with respect to that mutta and shell not be fiable for any lose in thomage coased thereby (b) In the event of stay lifeting, including thigation by the Lindpany or with the Company's coased, the Company's both love or binditive for loss or thomage until there has been a found electronication by a court of compares principles, and disposition of all appeals therefrom, adverse to the title, as insured.

afrom, saverse to the time, as manren.

(c) The Company shall not be liable for loss or damage to my insured for life walentarily assumed by the insured in senting any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE: REDUCTION OR TERMINATION OF

All payments under this policy, except paymeins made for costs, attorneys and expenses, shall reduce the amount of the insurance pro tenter

11. LIABILITY MUNCHMULATIVE

it is expressly prefersional than the minimat of insurance under this policy shall If it expressly todates food that the minimal of minimal counter this policy innuling a territorial by any animant the Company may pay under any policy insuring a ourtgage to which exception is taken in Schedule II or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a classify or limit on line extra or interest described in referred to in Schedule. A, and the amount no poid shall be deemed a payment under this pulicy to the

11. PAYMENT DE LOSS

(4) No payment shall be made without producing this policy for endursement of the payment unless the pulicy has been heat or destroyed, in which case proof of force or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed are with these Conditions and Stipulations, the loss or demoge shall be payable within 30 days thereafter.

1). SHEROGATION UPON PAYMENT OR SETTLEMENT

(4) The Company's Riebs of Subservation.
Whenever the Company shall have actiled and paid a claim under this policy. all right of subrugation shall vest in the Company unaffected by any act of the

insured claimant.

The Company shall be subrugated to and be entitled to all rights and remedies which the Insured claimant would have had against any person or property in respect to the claim had this policy not been issued. It requised by the Company the insured claimant shall transfer to the Company all rights and remedies against any person or property accessary in order to perfect this right of subrugation. The insured claimant shall permit the Company to not, compromise or settle in the name of the insured claimant and to not the name of the insured claimant in any correction. transaction or litigation involving these eights or ramedies.

If a payment on account of a claim does not fully cover the loss of the insured elaiment, the Company shall be subrogated to these rights and remedies in the proportion which the Company's poyment hears in the whole inhount of the base.

If less should result from any set of the insured claiment, as stated showe, that

act shall not void this policy, but the Company, in dut event, shall be required to are sum in a your una painty, and an execution to the patter part of any losses insured against by this policy which shall execut the amount, if any, lost to the Campany by reason of the impairment by the insured claims of the Company's right of subrugation

(10) The Company's Rights Against Non-Insured Obligars.

The Company's right of subrogation against non-insured obligors shell exist and shall include, without limitation, the rights of the honored to indemnities, guaranties, other policies of insurance or bonds, natwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this pulley.

AUBITHATION

Unless prohibited by applicable law, either the Company or the insured may demand arbitration pursuant to the Title Insurance Arbitration Rober of the Ameri-can Arbitration Association. Arbitrable matters may include, but are not limited to.

any controversy or claim between the Company and the insured attachy out of or any concernation of annu occords in Company in connection with its designed or the brook of a policy provision or other obligation. All arbitrated in the option of the Amount of Insurance is \$1,000,000 or less shall be arbitrated at the option of the Amount of Instrucce is \$1,000,000 at test and it is amounted in a stream of the Company or the instruct. All arbitrable mothers when the Amount of Instrucce is in excess of \$2,000,000 shall be subjected only when agreed to by both the Company and the instruct. Arbitration previous to this policy and under the Rules in effect in this date the demand for indirection is under or, at the option of the instruct, the Rules in effect at Date of Pulicy shall be binding upon the patities. The award may include attorneys' loss only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(a) may be colored in any creat having jurisdiction thereof.

The law of the situs of the land stall apply to an arbitration under the Title unice Arbitration Hules.

A copy of the Rules may be obtained from the Company upon request,

15. LIABILITY LIMITED TO THIS POLICY FULLY ENTIRE CONTRACT

(a) This policy together with all endurscinents, if ony, attached location by
the Company is the entire policy and contract between the insorted and the Company. In interpreting any provision of this policy, this policy shall be construed as
entirely.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises not of the status of the side to the confice or interest covered hereby in by any action exacting such claim, shall be restricted to this policy.

(c) No amendment of or embersement to this pulley can be unde except writing endorsed become or attaulted herein signed by either the President, a Vice President, the Secretary, an Askistant Secretary, or validating officer or uniburized signatory of the Company.

in the event any provision of the policy is held invalid or onenforceable under applicable line, the policy shall be decored not to include that provision and all other provisions shall tomain in full force and effect.

17. NOTICES, WHERE SENT

All notices required to be given the Company and my statement in swriting required to be formished the Company stuff include the number of this policy and shall be addressed to the Company at 17941 Van Karman Avanie, Suite 306, Irvine, CA 92614-6251

Fidelity 17911 Von Karman Avenue, Suite 300 brvine, CA 92614-6253 National Title Insurance Company



INSURANCE NATIONAL COMPANY

ISSUED SIMULJW POLICY # FIDELITY NATIONAL TITLE INSURANCE COMPANY OF NEW YORK

Short Form Owner's Schedule A

FILE NO.: 05-586 POLICY NO: 27106-70161835

- 1. Detect Policy: March 9, 2005, or the date and time of the filling of the insured deed for record.
- 2. Amount of Insurance: \$64,000.00 This emount will automatically increase by ten per cent (10%) of this emount on each of the first tive (5) emitversatios of the policy date shown above.
- 3. The bisured herounder. In which life to the tee simple estate at the date hereof, is: ATLAS REALTY, INC., a Georgia Corporation
- 4. The land referred to be this policy is described as set forth in that certain Deed of Conveyance, italial March 9, 2005 from 2270 POLAR ROCK TRUST and MIKE CHERWENKA, AS TRUSTEE to the insured. For informational purposes only, the audress of the property is 2270 POLAR ROCK AVENUE, ATLANTA, GEORGIA 30315 Fulton County, Georgia.

This policy consist of the Policy Jacket, this Schedule A, Schedule B, and an Addendum, if Indicator below.

- 1.] Addendism Attached
- | X | No Addendum Attached
- [] If this box is checked, exceptions 3 and 4 of Schedule B are deleted.
- 1 1th this flox is checked, exceptions 5 and 6 of Schedule B are deleted.

See Short Form Owner's Schedule 8 for the exceptions from coverage. This policy is valid only it Schedule 8 and the Addendum it any are allocated.

FIDELITY NATIONAL TITLE INSURANCE COMPANY OF NEW YORK

Short Form Owner's Schedule B (One-to-Four Family Residences Only)

EXCEPTIONS FROM COVERAGE

In Addition to the Exclusions From Coverage in the Policy Jacket, this policy does not insure against loss or damage (and the Company will not pay costs, attorney's fees, or expenses) by reason of the following:

- All assessments, linkes and special assessments which are now a flori or payable or which may become due or payable subsequent to Date of Policy.
- Any additional Taxes, interest and/or penalties which may be assessed for prior tax years by virtue
 of adjustment, re-appraised, re-assessment, appeal or other emendment to the lax records of the city or
 county in which the subject property is located.
- Discrepancies or conflicts in boundary lines, shortage in areas, encroachments and other matters which would be discreased by an accurate, current survey of the land.
- 4. Essements or claims of easements not shown by the public records.
- Any flan or right or claim of tien for services, labor of materials, herotologe or hereafter furnished for improvement, repairs or maintenance of or on the fand imposed by law and not shown by the public records.
- Rights or claims of parties in possession of the land or any purificin thereof, not shown by the public regards.
- Covenants, conditions, restrictions, easonents and/or servitudes, if any, eppearing to the public records.
- 8. Any lease, grant, corweyence, exception or reservation of indisers or mineral rights epprearing in the public records. Mothing funcion shall taken against loss or damage resulting from subsidence.
- Any Mungage, deed or trust, security deed, judgment, flori or encounterance of any kind which has been created by the insured, imposed upon or assented to by the insured or of which the insured has actual knowledge.
- 10. Any defects, tiens, uncombrances, interest, or claims thereof fisted on any Addentism netached to this policy.

S



HOMEVESTORS

NEW HOPE REALTY INVESTMENTS, INC. TELEPHONE 770-451-8087 FAX 770-451-0033

FAX COVER SHEET

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| + , |
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| |

DEFENDANTS
EXHIBIT

SILSTON ADV



SALES AGREEMENT

The undersigned BUYER (hereinafter "Buyer") agrees to buy and the undersigned SELLER (hereinafter "Seller") agrees to sell all that tract or parcel of land, with such improvements as are located thereon described and known as:

2270 Polar Rock Avenue BW Atlanta. GA 30315
located in Fulton County, State of Georgia, together with all fixtures, landscaping, improvements and appuntanances, all being hereinafter collectively referred to as the "Property". The full legal description of the Property is the same as is recorded with the Clork of the Superior Count of the county in which the Property is located and is made a part of this Agreement by reference.

- 1. The TOTAL PURCHASE PRICE IS \$39,900.00 U.S. Dollars.
- Sald purchase price to be paid as follows:
 \$1500.00 Euroest Money Deposit which shall be credited at the closing as part of the Buyer's nuchase price. Deposit shall be non-refundable after 5 days of signing this agreement.
 \$38,400.00 Balance due at closing.
- CLOSING COSTS shall be paid by the <u>RUVER</u>. The Seller shall only my the Legisla Transfer T and any costs to clear the title for the Seller to convey fee simple marketables. The same title to buyer free and clear of all liers, managages and encumbrances.
- CLOSING DATE. This transaction shall be closed on or before higger at the office attorney as selected by the Soiler.
- POSSESSION. The Seller shall have the property vacant 48 hours prior to the closing date and a Royer shall receive possession at closing.
- 6. PROPERTY CONDITION. Property is purchased in "as is" condition. Seller has no obligation make repairs to the property. However, Seller shall deliver the Property in the same condition as the date of this Agreement, and Property shall be in a clean and ready to occupy condition, except as otherwise specified largein. Buyer shall have the option to complete a home inspection, termine inspection and survey, at Buyer's cost. If Buyer is not satisfied with said inspections and / or surveys, for any reason, Buyer may elect to void out this contract by giving the Seller notice of same within 5 days acceptance of the contract.
- 7. SELLER'S DISCLOSURE. Within 48 hours after date of this contract, the Seller shall communicate with the Buyer any and all known or possible problems or defents with the property. Seller shall also provide to the Buyer any additional information they may have about the Property, including survey, termite report or Inspection, lease agreements and any warranties on the property at no additional cost to Buyer.
- PROPERTY LOSS OR DAMAGE. If the Property is destroyed or substantially damaged prior to
 closing, the Buyer shall have the right and option to void out this contract and receive a full refund of
 all montes paid or buyer may elect to complete the closing and to receive any and all insurance
 proceeds under the Seller's insurance policy.

- BUYER'S RIGHT OF ACCESS TO THE PROPERTY. The Seller hereby authorizes the Buyer
 (and/or their agents and employees) access to the Property for inspections and other business purposes
 prior to closing.
- 10. WARRANTY. At closing Selici shall convey fee simple, good merketable and insurable title by recently warranty deed to the thuyer free and clear of any and all tiens and encreachments. Seller shall also execute and deliver any and all certifications, affidavits and statements necessary or destrable to complete the closing as may be reasonably required by the Buyer and their attorney.
- PRORATIONS. All prorations (for property taxes and other assessments, etc.) shall be proteted as of the day of cloring.
- 12. ENTIRE AGREEMENT. This contract is the sole and entire Agreement between the penties, any other Agreements, and or otherwise, are hereby merged and terminated into this Agreement. This Agreement may only be waived or modified in writing and signed by all parties hereto. This Agreement shall be binding on all of the partie's heirs, successors and essigns.
- 13. OTHER PROVISIONS. This Agreement shall survive the real estate closing and shall not merge into the deed at closing. This Agreement is intended as a contrast for the proclame and sale of real property and shall be interpreted in accordance with the Laws of the State of Georgia. Time is of the Essence of this Agreement.

14. SPECIAL STIPULATIONS. The special stipulations attached hereto as EXMIRIT "" and signed by the parties hereto are incorporated into this contract and shall control over any provisions hereof which are in conflict.

THIS IS A RINDING LEGAL DOCUMENT. IF NOT UNDERSTOOD ANY PARTY SHOULD SEEK THEIR OWN INDEPENDENT LEGAL ADVICE PRIOR TO SIGNING. ALL PARTIES ACKNOWLEDGE THAT BY SIGNING THEY HAVE READ, UNDERSTOOD AND AGREED TO THIS CONTRACT.

IN WITNESS HEREOF THE PARTIES HAVE SET THEIR HANDS AND SEALS IN FINAL AGREEMENT.

SELLER:

| New Hope Realty Investments, Inc. | * |
|-----------------------------------|--------------------|
| BY Well Jewis RAJPh Lewis | 3-1-05 |
| It's manager | Date of Offer |
| versie berugentes tres | 3-1.05 |
| (algusture) | Date of Acceptance |
| (printed name) | |
| • | |
| (printed name) | Date of Acceptance |
| (signature) | |

Traditional Title Services, Inc.

201 Allen Road * Suite 400 * Atlanta, Georgia 30328 * Telephone (404) 255-1252 * Fax (404) 255-1173

March 03, 2005

Order #: 05-539

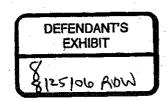
Address: 2270 Polar Rock Avenue

Please Note:

• Not in the name ordered.

We will be glad to get you any other documents you may need for this property.

Thank You.



| | per, LLC. | | | | Total # of Pages |
|---|-------------------------------------|-----------------------------|---------------------|-------------------------|--------------------|
| Order #:: | 05-539 | | Search Date: | 3/2/2005 | |
| Vendor:: | Traditional Title Services, In | ic | Effective Date: | | |
| | \$100.00 | | # of Mortgages; | | |
| Type of Search: | | | # of Judgements: | | |
| Special Notes: | | | " or subgenients. | 3 | |
| apecial Notes: | | | | | |
| Owners Name: | Janet W. Williams | Owner Info | rmation | | |
| | 2270 Polar Rock Avenue | | | | |
| | Atlanta | Charter Chart | 2: 20214 | 0 . 5 . | |
| <u> </u> | Attalita | State: Georgia | Zip: 30315 | County: Fulton | |
| Grantor: | Ronald Williams aka Ronald | Deed Information December 1 | mation | • | |
| | Janet W. Williams | , Doubles withding | | | CT routen o |
| | | | | ☐ TIC | ☐ JTWRS |
| Deed Book: | | | Page: | | |
| | 9/10/1998 | | Recorded: | 10/1/1998 | |
| Consideration: | \$65 000.00 | Transfer Tax: \$65.00 | Fee Simple: | QuitClaim | |
| | | | | | |
| | | | | | |
| | — | Legal Desc | ription | | |
| | Land Lot: 70 | District: 14th | Lot: | Block: | F Section: |
| | Marion Builders Inv. Co. Pro | p. | Section | : Unit; | Phase: |
| PłatBook: | | Page: 40 | _ | | |
| Condo: | Yes No 🗹 | PUD: Yes No | Protective (| Covenants: Yes 🗀 | No 🗹 |
| Book: | | Page: | Recorded: | | |
| | | Tax Inform | nation | | |
| Tax ID#: | 14-0070-0008-020-6 | • | • | | |
| Tax Type: | County | | Tax Type: City | | |
| Tax Year: | 2004 | | Tax Year: 2004 | | |
| Amount: | \$91.39 | | Amount: \$241. | O3 | |
| | paid on 1/11/04 (Exempt \$2) | 68 87) | | on 12/15/04 (Exempt \$6 | 681.76) |
| | Land and a control of fractions the | Assessment In | | 12/15/04 (Exottip: \$ | 301,207 |
| Land: \$6, | 840.00 Building: \$2 | | | Enis Stantos Wal | 6 73 000 00 |
| | | | al: \$29,200.00 | rair Market van | ue: \$73,000.00 |
| Prior years | paid Sanitation rees Du | e: \$568.70 for 2003, \$518 | 3.62 for 2004 | | |
| | | | | • | |
| | | Mortgage Info | rmation | | |
| | e: Advanta National Bank | • | | | |
| | r: Janet W. Williams | | | | |
| Amoun | t: \$45,000.00 | | Revolving Credit I | Line: Yes No | ✓ |
| Date | d: 9/10/1998 | | Reco | rded: 10/1/1998 | |
| Deed Book | k: 25447 | * | | Page: 313 | • |
| | d: Yes No 🗸 | | • | AP21 212 | |
| | : Emanuel Walker | | | | |
| | 1: 5/20/2004 | | | | • |
| Deed Book | | | | rded: 6/11/2004 | • |
| | | | P | Page: 101 | |
| Amaavit | @ Book 37769, Page 92. | | | ÷ . | • |
| Mortgagee | : Associates Financial Service | es of America, Inc | | | |
| | Ronald Douglas Williams a | | | | |
| | \$2,268.00 | | Revolving Credit Li | ine: Ves 🗀 Ma | |
| | : 9/29/1978 | • | | , | $ \mathbf{Z} $ |
| Amount; | | | Record | .ed: 10/5/1978 | |
| Amount: Dated | | • | | | |
| Amount; | | | | ge: 356 | |
| Amount: Dated | : 7071 | | | ge: 356 | |
| Amount: Dated Deed Book | : 7071 : Yes 🔲 No 😿 | | | ge: 356 | |
| Amount: Dated Deed Book Open Ended | : 7071 : Yes | | | | |

No satisfaction found of record. Maturity date is 9/29/81

| Lien | a & Judgement Information |
|---|---------------------------|
| Plaintiff: The City of Atlanta | Address: |
| Defendent: Janet W Williams | Address: |
| Type of Lien: Transfer of FiFa | Amount: \$241,03 |
| Dated: 12/15/2004 | Recorded: 1/11/2005 |
| Book: 175 | Page: 316 |
| Additional Information: Original recording @ Book | 151, Page 153 |
| Plaintiff: The City of Atlanta | Address: |
| Defendent: Janet W Williams | Address: |
| Type of Lien: Fieri Facias | Amount: \$468.39 |
| Dated: 2/2/2004 | Recorded: 2/10/2004 |
| Book: 20 | Page: 301 |
| Additional Information: | |
| | |
| Plaintiff: Ronald D Williams | Address: |
| Defendent: Charles Forest Jones | Address: |
| Type of Lien: Writ of Fieri Facias | Amount: \$15,075.00 |
| Dated: 2/11/1998 | Recorded: 2/25/1998 |
| Book: 3768 | Page: 213 |
| Additional Information: | |
| | |

Chain of Title Information

Grantor: Administrator of Veterans Affairs

Grantee: Ronald Douglas Williams and Janet W. Williams

Property Conveyed:

Deed Book: 6991

Dated: 6/14/1978

Consideration

10.00

Transfer Tax:

TIC ____ Page: JTWRS ☐ 456

Recorded:: 6/27/1978

Fee Simple::

CEORGIA FILLION COUNTY

98 DCT -1 IN 8: 30

DULLITA MENS CLERK OF SUPCLION COURT

Prepared by: Paul Wiener - V1450227 Return to: Valley little Company 66 Paincers Hill Road: Ste 200 Orings Hills, Haryland Hillings Prone (800) 39456685 QUITCLAIM DEED Parcel ID: 14-0006-55

Wife Removing Example - Non Example The Que to \$65,000 equalderation

THIS QUITCLAIM DEED, Execused this 10 day of Sec. T 1998 1 by Armperty, Granco, Ronald WILLIAMS AND REMALD DOUGHS WIZU4249 whose post office address is 154 LAKE VIEW ES & 31024 to second party, Granice. TANKT. W. WILLIAMS whose post office address is 2210 POLAR BOCK AVE ATLANTA, GA. 30315

WITNESSETH, That the said first party, for good consideration and for the sum of Dollars (SGSQ100) paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remuse, selease and quinclaim unto the said second party forever, all the right, title, interest and claim which the said first party has in and to the following described parcel of land, and improvements and appurenances there-. State of to in the County of FUCTUN

SER ATTACKED EXPLISIT "A" FOR LEGAL DESCRIPTION

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| ! | | Sugneture of First Party |
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| • | 1 11.11.2 | KONALD. A. WILLAUS |
| | Magie L Clock | Super design of Sires State |
| | Print same of Printers Unofficial Mitness | |
| | ~ ~ ? / ()(). | AU ILI DU TI ILLEN |
| | Mario de Williams | |
| | Signature of Witness Unotificial Witness | Signature of First Lauft |
| | | Rose T. D. TI) LULANS |
| | Marie J Williams | Tonal D. W. Curas |
| | Post same of Williams Unofficial Witness | Print NAME OF FIRST FORT |
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State of Georgia.

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| SEALS II. |
| ALTON County |
| A.D. 19 78 |
| THIS INDENTURE, made this 14th an Officer of the United States of America, whose address were the Administrator of Veterans' Affairs, an Officer of the United States of America, whose address were the Administration, Washington, D.C., hereinafter called Grancer, and RONALD DOUGLAS WILLIAMS AND JECTURE Whose address is 1225 Fairburn Road, Apt. G-2, Atlanta, Georgia sinafter called Grance(s). |
| WITNESSEIT: That the said Grantor is consideration of the sum of Tes (\$10.00) Dollars and other subset consideration and said the receipt of which is acknowledged, hereby subset considerations. Surgains, sells, and conveys unto the said Grantee(s) and the beins or successors and anogens of said tes, bargains, sells, and conveys unto the said Grantee(s) and the beins or successors and anogens of said test following described property, to wit: |
| ated and being in Land Lot 70, 14th District, Fulton County, or parting Lot 1, Block F. Unit 1, Marion Builders Inv. Co. Prop., as parting Lot 1, Block F. Unit 1, Marion Builders Inv. Co. Prop., as particularly described as follows: |
| GIMNING at an iron pin at the corner formed by the intersection of a easterly side of Polar Rock Avenue with the noutherly side of Polar ck Place, if said street lines were extended to form an angle instead a curve; running thence southerly along the easterly side of Polar a curve; running thence southerly along the mortherly line of said bidivision; running thence easterly along the mortherly line of said bidivision; running thence easterly along the mortherly line of said. It is sixty (60) feat to an iron pin and the southerly side of Polar it sixty (60) feat to an iron pin and the southerly side of Polar it pints (60) feat to an iron pin and the southerly side of Polar it pints (60) feat to the easterly side of Polar it Place one hundred sixty (160) feat to the easterly side of Polar it Place one hundred sixty (160) feat to the easterly side of Polar it Place one hundred sixty (160) feat to the easterly side of Polar it Place one hundred sixty (160) feat to the easterly side of Polar it Place one hundred sixty (160) feat to the easterly side of Polar it Place one hundred sixty (160) feat to the easterly side of Polar it Place one hundred sixty (160) feat to the easterly side of Polar it Place one hundred sixty (160) feat to the easterly side of Polar it Place one hundred sixty (160) feat to the easterly side of Polar it Place one hundred sixty (160) feat to the saterly side of Polar it Place one hundred sixty (160) feat to the saterly side of Polar it Place one hundred sixty (160) feat to the saterly side of Polar it Place one hundred sixty (160) feat to the saterly side of Polar it Place one hundred sixty (160) feat to an iron pin and the southerly side of Polar it Place one hundred sixty (160) feat to an iron pin and the southerly side of Polar it Place one hundred sixty (160) feat to an iron pin and the southerly side of Polar it Place one hundred sixty (160) feat to an iron pin and Lot 2, said block and Lot 2, said bl |
| ESS AND EXCEPTING, however, that portion of the above described property sed in rounding the curve of Polar Rock Avenue and Polar Rock Flace. |
| GEORGIA Fulton County, Gerk's Office Superior Court Substant . The Georgia Georgia of Superior Court Substant . The Georgia of Superior Su |
| FER SIMPLE. Grantor and Grantor's nuccessors in such office, an such, will warrant and forever deleted the right and Grantor and Grantor and Grantor and Grantor and Language of said life to the above-described property unto said Grantor(s) and the beins or successors and assigns of said life to the above-described property unto said Grantor(s) and the beins or any part thereof, by, Francel or under Grantor. |
| IN WITNESS WHEREOF. Grantor, on the day and year above written, has caused this instrument to be signed and scaled in his name and on his behalf by the undersigned Loan Guaracty Officer, being thereunto signed and scaled in his name and on his behalf by the undersigned Loan Guaracty Officer, being thereunto signed and scaled in his name and on his behalf by the undersigned Loan Guaracty Officer, being thereunto duly appointed, qualified and acring pursuant to sections 212 and 1820 of Tiple 38. United States Code, and duly appointed, qualified and acring pursuant to sections 16:4542 and 16:4520 of the regulations pursuant thereto, as amended, and who is authorized to sections 16:4542 and 16:4520 of the regulations pursuant thereto. |
| Signed, walled, and delivered in the promuce of- |
| (NOTE WELL ADMINISTRATOR OF VETERANS APPAIRS (SEAL) |
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| YVONNE WELLS A TOTAL A |
| Verlet M. Jeneth 1827 P. Sin M. Salle Al Lange By J. The Control (SEAL) |
| J. R. FRANKS |
| REMERKS IS. PERSIEN LINE AND L |

Deed Records of said County at page 146

CORGIL FULLY COUNTY

ORIGINAL

98 OCT -1 AM 8: 30

JUAN 'A NICKS CLERK OF SUPERIOR COLET

Proposed by: Paul Winter VR450227 Between to: WillET TITLE CONTER 65 Reinters Mill Stand, Sta 200 Ondress Mills. Maryland 21117 Phone (800) 394-6485 Parcal ID: 14-0070-0008-020-6

SECURITY DEED

THES SECURITY DEED (Security learnings) is given on Suprember teach . 1996

INTEL & ALITITUME

GROSGIA INTERCINE RECORDING OF TAX PAID 8 135 TO 7 25 OF

The Second language of the Advance Berlinel Ballyna Fices CLEAR OF SUREYA FOCKS, CURAL OF SUREYA FOCKS, FULTOR COURTY

which a segminol and clining under the laws of THYTED STREETS OF AMERICA address of C/O 16675 WEST BESSELEDO DELVE, SAM DIEGO, CA 92127 ("Lender"), Borrower owes Lender the prescipal same of

PORTY FIVE REGISAND 4 00/106

45, 600.60). Dollars (U.S.\$

This data is encioned by Borrover's sone dated the same date as this Security Instrument ("Fines"), which provides for mentity payments, with the full date, if not paid carlest due and payable on September 18. 2013

This Society Instrument encions to Lender: (a) the repayment of the date evidenced by the Note, with secrets, and all reservate, casespeak and medifications of the Note; (b) the payment of all other same, with structure advanced water paragraph 7 to prove the society of this Security Instrument; and (c) the performance of Borrower's covenants and approximant under this structure is the same after the instrument are remaintener. MAPRIES INSFORM WETHURSET TV210733

mor 254475313

50227

EXHIBIT "A"

SEING ROOM AND DESIGNATED AS the following described property, to-wit: All that certain property situated and being in land to 70, 14th District, Pulton County, Georgia, being Lot 1, Block P, Unit 1, Marion Builders Inv. Co. Prop., as per plat slock P, Unit 1, Marion Builders Inv. Co. Prop., as per plat recorded in Plat Book 35, page 40, Pulton County Records, and being more particularly described as follows:

and the sucherly side of Polar Rock Avenue with the sucherly side of Polar Rock Avenue with the extended to form an angle instead of a curve; running themes southerly side of Polar Rock Place, it said atreat lines were extended to form an angle instead of a curve; running themes southerly along the easterly side, of Polar Rock Avenue sixty (60) feat to an iron pin and Lot 2, said block and subdivision; (60) feat to an iron pin and Lot 2, said block and subdivision; one hundred sixty (160) feet to an iron pin; running themes easterly along the northerly line of said Lot 2, one hundred sixty (160) feet to an iron pin and the southerly side northerly sixty (50) feet to an iron pin and the southerly of Polar Rock Place; running themes westerly along the southerly side of Polar Rock Place one hundred sixty (160) feet to the side of Polar Rock Place one hundred sixty (160) feet to the casterly side of Polar Rock Avenue, if extended, and the point of beginning; being improved property having a one-story brick of beginning; being improved property having a one-story brick prepared by A.S. Giometti & Assoc., Inc., dated September 22, 1972.

LESS AND EXCEPTING, however, that portion of the above described property used in rounding the curve of Polar Rock Avenue as 2270 Polar rock Place. The improvements thereon being known as 2270 Polar Rock Avenue.

BEING the same lot or parcel of ground which by Deed dated June 14, 1979 and recorded among the Land Records of Fulton County in Book 6991, page 455, was granted and conveyed by and between Administrator of Veterans' Affairs, an Officer of the United Administrator of Veterans' Affairs, an Officer of the United Administrator of Veterans' Affairs, and Utilians and Janet W. States of America, unto Emnald Douglas Williams and Janet W. Williams.

10th 254475312

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"A" TIETHER

BRING RECOR AND DESIGNATED As the following described property.

to-wit: All that certain property situated and being in Land:

Lot 70, 14th District, Pulton County, Georgia, being Lot 1.

Lot 70, 14th District, Pulton County, Georgia, being Lot 1.

Slock 7, Unit 1, Marion Ruildere Inv. Co. Prop., as per plat

recorded in Plat Book 35, page 40, Pulton County Records, and

being more particularly described as follows:

BROIMING at an iron pin at the corner formed by the intersection of the assetely side of Polar Rock Avenue with the intersection of the assetely side of Polar Rock Avenue with the southerly side of Polar Rock Place, if said street lines were extended to form an angle instead of a curve; running thence extended to form an angle instead of Polar Rock Avenue sixty southerly along the easterly side of Polar Rock Avenue sixty (60) feet to an iron pin running thence casterly along the northerly line of said Lot 2, running thence easterly along the northerly sixty (60) feet to an iron pin running thence northerly sixty (60) feet to an iron pin and the southerly of Polar Rock Place; running thence westerly along the southerly eide of Polar Rock Place one hundred sixty (160) feet to the eide of Polar Rock Place one hundred sixty (160) feet to the easterly side of Polar Rock Avenue, if excended, and the point of beginning; being improved property having a one-story brick of beginning; being improved property having a one-story brick of beginning; heing improved property having a one-story brick of beginning; being improved property having a one-story brick of beginning; being improved property having a servery brick of beginning; being improved property having a servery brick of beginning; being improved property having a servery brick of beginning; being some particularly shown on survey brepared by A.S. Giometti & Assoc., Inc., dated September 22, 1377.

LESS AND EXCEPTING, however, that portion of the above described property used in rounding the curve of Polar Rock Avenue and: Polar rock Place. The improvements thereon being known as 2270 Polar Rock Avenue.

DEING the same lot or partel of ground which by Deed dated June 14, 1978 and recorded among the Land Records of Fulton County in Book 6991, page 456, was granted and conveyed by and between Administrator of Veterans' Affairs, an Officer of the United Administrator of Veterans' Affairs, an Officer of the United Relates of America, unto Ronald Douglas Williams and Janet W. Williams.

inox 254475314

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Personal services

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Deed Book 37769 Pg 92
Filed and Recorded Jun-11-2004 10:23am
2004-0176629
Real Estate Transfer Tax \$8.08
Georgia Intangible Tax Paid \$0.00
Juanita Hicks
Clerk of Superior Court
Fulton County, Georgia

Chase Manhattan Mortgage Corporation 10790 Rancho Bernardo Road San Diego, CA 92127

Loan No.: 11518347

LOST NOTE AFFIDAVIT

I, Kirk N. Hobson, Vice President of Chase Manhattan Mortgage Corporation ("Holder"), being duly sworn, certify that:

- Chase Manhattan Mortgage Corporation is the holder of the original Note and Rider(s) to such Note ("Note") secured under a certain Deed of Trust/Mortgage from Janet W. Williams, borrower, payable toAdvanta National Bank, dated 9-10-98, encumbering the real property known as:2270 Polar Rock Avenue, Atlanta GA 30315 in the amount of \$45000.00;
- 2. We have conducted a diligent search for the original Note evidencing this indebtedness and cannot locate the same.
- 3. We have executed this affidavit as indication that Holder desires to assign the indebtedness represented by the original Note and all money due to and become due thereon, with interest.
- 4. In the event the original Note is recovered, said original Note is no longer a valid negotiable instrument and is considered void. Holder furthermore confirms that its interest in the original Note has not been transferred to any third party.
- 5. Holder agrees to indemnify and hold the assignee harmless from any and all damages and costs, including reasonable attorney's fees, which may result by reason of the original Note being lost.

Given under my hand this day 20 May, 2004.

Chase Manhattan Mortgage Corporation

By:Kirk N. Hobson, Vice President

Deed Book 37769 Fg 93
Juanita Hicks
Clerk of Superior Court
Fulton County, Georgia

STATE OF CALIFORNIA)

SS

COUNTY OF SAN DIEGO)

On 5-20-2004, before me, Richard Plewa, Notary Public, personally appeared Kirk N. Hobson, On 5-20-2004, before me, Richard Plewa, Notary Public, personally appeared Kirk N. Hobson, Vice President, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that the person whose name in his/her/their authorized capacity, and that by his/her/their he/she/they executed the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

, Notary Public

Commission Number: 1306/78
My commission expires: 5/27/05

Prepared By:M Wears

Recording Requested By: CHASE MANHATTAN MORTGAGE CORPORATION When Recorded Return To: HEATH W. WILLIAMS LLC 170 MITCHELL ST SW ATLANTA GA 30303

CORPORATE ASSIGNMENT OF MORTGAGE

Fulton, Georgia SELLER'S SERVICING #:11518347 "WILLIAMS" SELLER'S LENDER ID#: 240

Prepared By: S R Greens

Date of Assignment: May 20th, 2004 Assignor: Heath W Williams LLC at 178 Mitchell St SW Atlante GA 30303 Assignee: Emanuel Walker at 1550 Versailles Dr SW Atlanta GA 30331

Executed By: JANET W WILLIAMS TO: ADVANTA NATIONAL BANK Date of Security Deed: 09/10/1998 Recorded: 10/01/1998 in Book/Reel/Liber: 25447 Page/Folio: 313 45 Instrument No: N/A in Fulton, Georgia

Assessor's/Tax ID No: 14-0070-0008-020-6

Property Address: 2270 Poler Rock Avenue, Atlanta, GA 30315

Legal: See Exhibit "A" Attached Hereto and By This Reference Made a Part Hereof.

KNOW ALL MEN BY THESE MEN PRESENTS that in consideration of the sum of TEN and NO/100ths DOLLARS and other good and valuable consideration, paid to the above named Assignor, the receipt and sufficiency of which is hereby acknowledged, the said Assignor hereby assigns unto the above-named Assigned, the said Mortgage together with the Note or other evidence of indebtedness (the "Note"), said Note having an original principal sum of \$45,000.00 with interest, secured thereby, together with all moneys now awing or that may hereafter become due or awing in respect thereof, and the full benefit of all the powers and of all the coveniants and provises therein contained, and the said Assignor hereby grants and conveys unto the said Assignee, the Assignor's beneficial interest under the Mortgage.

TO HAVE AND TO HOLD the said Moragage and Note, and also the said property unto the said Assignee forever, subject to the terms contained in said Mortgage and Note.

HEATH W. WILLIAMS, LLC

HEATH W. WILLIAMS

STATE OF GEORGIA COUNTY OF FULTON

On United, 2007, before me, Catherine Collegers, a Notary Public in and for A custom.
County, in the State of Georgia, personally appeared MEATH W WILLIAMS, Assignor, personally known to me (or provided to me on the basis of satisfactory evidence) to be the person(s) whose name(s) issure subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her authorized capacity, and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument, WITNESS my hand and official seal,

hand and official seal.

MOTARY SEAL

Deed Book 37769 Pg 101 Filed and Recorded Jun-11-2004 10:228a 2004-0176633 Juanita Hicks Clerk of Superior Court Fulton County, Georgia

MEZA MOIEEA TROM STATEAD

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EXHIBIT A

Policy No. P: \$8367766

Mile No.#: 50227

BEING KNOWN AND DESIGNATED AS the following described property, to-wit: All that estain property situated and being in Land Lot 78, 14th District, Patton County, Georgia, being Lot 1, Block F. Unit 1, Marion Builders Inv. Co. Prop., as per plat recorded in Plat Book 35, page 40, Fulton County Reserves, and being more particularly described as follows:

BEGINNING at an iron pin at the corner formed by the intersection of the easterly side of Polar Rock Avenue with the southerty side of Polar Rock Place, if said street lines were extended to form an angle instead of a curve; running themee southerly slong the costerly side of Polar Rock Avenue sixty (60) feet to an Iron pin and Lot 2, said block and subdivision; running themee easterly along the northerly line of taid Lot 2, one bundred shay (160) feet to an Iron pin; running themee northerly sixty (60) feet to an Iron pin and the shay (160) feet to an Iron pin; running themee weatherly side of polar Rock Place; running thence weaterly along the routherly side of Polar Rock Place; running thence weaterly along the routherly side of Polar Rock Place; being improved preperty having a one-story brick bouse thereon, and being more particularly shown on servey prepared by A.S. Giometti & Assoc., Inc., dated September 22, 1972.

LESS AND EXCEPTING, however, that portion of the above described property used in rounding the curve of Falar Rock Avenue and Folar rock Piace. The improvements thereon being known as 2270 Polar Rock Avenue.

BEING the same jet or parcel of ground which by Doed dated June 14, 1978 and recorded among the Land Records of Fulton County in Book 6991, page 456, was granted and conveyed by and between Administrator of Veterans' Affuirs, an Officer of the United States of America, unto Rossild Douglas Williams and Janet W. Williams.

Deed Book 37769 Pg 102 Juanita Hicks Clerk of Superior Court Fulton County, Georgia (機関音形態) 他由音響複形的影響音響音響

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TRANSFER OF FIERI FACIAS

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THE CITY OF ATLANTA, GEORGIA
VS
WILLIAMS JANET W
AND 14 -0070-0008-020-8 2270 POLAR ROCK AVE SW

2270 POLAR ROCK AVE SW ATLANTA GA 30315 CFN# 2005-0002841 GEORGIA, FULTON COUNTY FILED AND RECORDED

153

2005 JAN - 11 AM 9:00

WANITA HICKS

CLERK, SUPERIOR COURT

GENERAL EXECUTION DOCKET

BOOK 175 PAGE 316

YEAR 2004 FIERI FACIAS NUMBER

PROPERTY DESCRIPTION 14 -0070-0008-020-6 2270 POLAR ROCK AVE SW TAX DISTRICT
OS ATLANTA/FUL

FOR AND IN CONSIDERATION OF THE SUM OF 241.09 DOLLARS. EQUAL TO THE TAX. COST AND INTEREST DUE THE WITHIN FI.FA. I HEREBY TRANSFER AND ASSIGN THE SAME TO:

VESTA HOLDINGS I, LLC AS NOMINEE FOR HEARTWOOD 11, LLC. 1268 WEST PACES FERRY RD #517 ATLANTA, DA 30327 PHONE (404) 949-3850 FAX (404) 949-3851

/tof la

THIS 15TH DAY OF DECEMBER. 2004.

ARTHUR E. FERDINANO, TAX COMMISSIONER EX-OFFICIO SHERIFF, FULTON COUNTY, GA.

FIERI PACIAS

THE CITY OF ATLANTA, GEORGIA WILLIAMS JANET W AND 14 -0070-0008-020-8 2270 POLAR RUCK AVE

2270 POLAR ROCK AVE SW GA 30315 ATLANTA

YEAR 2003

FIERI FACIAS NUMBER 1067545

PROPERTY DESCRIPTION 14 -0070-0008-020-6 2270 POLAR ROCK AVE

SOLID WASTE PENALTY 436.09

10.50

INTEREST 21.80 TAX DISTRICT ATLANTA/FUL 05

CFN# 2004-0041343 GEORGIA, FULTON COUNTY FILED AND RECORDED

2004 FEB - 10 AM 9:00

JUANITA HICKS CLERK, SUPERIOR COURT GENERAL EXECUTION DOCKET

20 PAGE 301

COSTS .00

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TOTAL QUE

468.39

TO ALL AND SINGULAR THE SHERIFFS AND CONSTABLES OF THIS STATE GREETING: YOU ARE HEREBY REQUIRED, THAT OF THE GOODS AND CHATTELS. LAND AND TENEMENTS OF THE TAXPAYER NAMED ABOVE. OR THE PROPERTY DESCRIBED ABOVE. YOU CAUSE TO BE MADE BY LEVY AND SALE SUFFICIENT THEREOF TO MAKE THE SUM OF THE DOLLARS AND CENTS SHOWN ABOVE. THE AMOUNT OF CITY OF ATLANTA SOLID WASTE FOR THE ABOVE YEAR ALSO THE FURTHER LEGAL OF DOLLARS FOR THIS FI FA AND SUFFICIENT AMOUNT TO COVER INTEREST ON SAID PRINCIPAL AMOUNT DUE AT THE RATE ALLOWED BY LAW FROM THE DATE PRINCIPAL AMOUNT BECAME DUE UNTIL PAID, TOGETHER WITH ALL COSTS THAT MAY MEREAFTER ACCRUE AND HAVE YOU THE SAID SUM OF MONEY TO BE PAID TO ME UPON COLLECTION THEREOF. THAT MAY MEREAFTER ACCRUE AND HAVE YOU THEN SID SUM OF MONEY TO BE PAID TO ME UPON COLLECTION THEREOF. TO BE RENDERED TO THE CITY OF ATLANTA THE PRINCIPAL, INTEREST AND COSTS AFORESAID. AND MAVE YOU THEN AND THERE THIS WRIT. GIVEN UNDER MY HAND AND OFFICIAL SIGNATURE THIS FEBRUARY 02, 2004.

ARTHUR E. FERDINAND. TAX COMMISSIONER EX-OFFICIO SHERIFF, FULTON COUNTY, GA.

TRANSFER OF FIERI FACIAS

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TAX COMMISSIONER. EX-OFFICIO SHERIFF FULTON COUNTY. GA

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A. SETTLEMENT ST. MENT

U.S. Department of Housing and Urban Development

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| B. Type of Loan | | | | | | |
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| | D: | cula, GA 30019 | • | 1 | | |
| | <u>_</u> | | H. Settlement Agent | | | |
| G. Property Location | | | STEVENS & COOPER, LLC | : | | |
| 2270 POLAR ROCK AVENUE | | | | | | |
| ATLANTA, GEORGIA 30315 | | | Place of Settlement | | | t. Settlement |
| Fulton County | | | 400 PERIMETER CENTER TER | R. #270 | | Dale |
| LL 70/14th District | | | ATLANTA, GEORGIA 30346 | | | 03/09/05 |
| LE 7071441 DISTIFICE | | | | | | |
| J, SUMMARY OF BORROWER'S T | DANCA | CTIONS | K. SUMMARY OF SE | LLER'S T | RANSACTIC | N: |
| | | CHON. | 400. Gross Amount Du | e To Selle | r | |
| 100. Gross Amount Due From Borrov | ver | 64,000,60 | | | | 64,000.00 |
| 101, Contract sales price | | 04,000.00 | 402. Personal property | | | |
| 102. Personal property | | 705.00 | | | | |
| 103. Settlement charges to borrower (fine 1400) | | 00.00 | 404. | | , | |
| 104. | | | 405. | | | |
| 105. Adjustments for items paid by s | -Hay In | | Adjustments for i | tems paid | by seller in | advance |
| | | auvance | 406, City/town taxes | | to | , <u>, , , , , , , , , , , , , , , , , , ,</u> |
| 106. City/lown laxes | to | | 407, County taxes | | to | |
| 107. County taxes | ko ko | | 408, Assessments | | to | |
| 108. Assessments | Ю | | 409. | | | |
| 109. | | | 410. | | | |
| 110. | | | 411. | | | |
| 112. | | | 412. | | | |
| 112. | | | | | | |
| 120. GROSS AMOUNT DUE FROM BORROWE | R | 64,705,00 | 420, GROSS AMOUNT DUE | TO SELLER | | 64,000.00 |
| 200, Amounts Paid By or in Behalf of | | | 500: Reductions In Am | | To Seller | : |
| 201. Deposit or earnest money | | 2,500.00 | 501. Excess Deposit (see inst | nuctions) | | 2,500.00 |
| 202. Principal amount of new loan(s) | | | 502, Settlement charges to se | |)) | 64.00 |
| 203. Existing loan(s) taken subject to | | | 503. Existing loan(s) taken su | bject to | | |
| 204. | | | 504. Payoff of first mortgage le | | | |
| | · · · · · · · · · · · · · · · · · · · | | | | | |
| 205. | | | 505. Payoff of second mortgag | ge loan | | |
| | | | | | | |
| 206. | | | 506. | | | |
| 207. | | | 507. | | | |
| 208. | | | 508. | | | |
| 209. | | | 509. | | | |
| Adjustments for items unpaid b | y selle | | Adjustments for i | tems unp | aid by seller | |
| | to 03/09 | 44.90 | 510. City/lown taxes | | 01/01 to 03/09 | 44.90 |
| | to 03/09 | 17.03 | 511. County taxes | | 01/01 to 03/09 | 17.03 |
| 212. Assessments 01/01 | to 03/09 | 96.62 | 512. Assessments | | 01/01 to 03/09 | 96.62 |
| 213. | | | 513. | | | |
| 214, | | | 514. | | | |
| 215. | | | 515. | | | |
| 216. | | | 516. | | | |
| 217. | | | 517.· | | | |
| 218. | | | 518. | | | |
| 219. | ~ | · | S19. | | | |
| · · · · · · · · · · · · · · · · · · · | | | | | | . 19 |
| 220. TOTAL PAID BY/FOR BORROWER | | 2,658.55 | | | | 2.722.55 |
| 300, Cash At Settlement From or To I | Borrow | er | 600. Cash At Settlemen | t To or Fr | om Seller | |
| 301. Gross amount due from botrower (line 120) | | 64,705.00 | 601. Gross amount due to sell | er (line 420) | | 64,000.00 |
| 302. Less amounts paid by/for borrower (line 220) |) | 2,658.55 | 602. Less reduction amount de | ue seller (line | 520). | 2,722.55 |
| | | | 1.5 | | | |
| 303, CASH FROM BORROWER | | 62,946.45 | 603, CASH TO SELLE | B | | 61,277.45 |

SUBSTITUTE FORM 1008 SELLER STATEMENT. The information confidend herein is important tax information and is being turnished to the Internal Revenue Service, if you are equired to file a return, a negligence penalty or other sention will be imposed on you if this fear is required to be reported and the IRS determines that it has not been eported. The Confiscal Sales Price described on Line 401 above constitutes the Gross Proceeds of the typerscaled and the IRS determines that it has not been eported. The Confiscal Sales Price described on Line 401 above constitutes the Gross Proceeds of the typerscaled flow the IRS determines that it has not been expected by the self-estate and your principal residence, file Form 2019, Sale or Exchange of Principal Residence, for any gain, with your income tax return, for other transactions, complete the applicable parts of Form 4797. Form 1052 and/or Solvedty Different 2019.

The self-equired by two to provide STEVENS & COOPER, LLC () with your careed testage as deposition number. If you tip not provide your correct taxpayer identification

umber, you may be subject to civil at criminal penalties imposed by law. Undergranding a perior, I certify that the number attended in this afterneed is my correct taxpayer tentilication number.

DEFENDANT'S EXHIBIT

Sistob ROW

RESPA, HB 4305.2 - REV. HUD-1 (3/86)

SETTLEMENT STATEMENT

3.8 DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

RESPA, HB 4305.2 -- REV. HUD-1 (3/86)

PAGE Z

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| B. Type of Loan | | | | | | |
|--|--|---|--|--|---|---|
| 1FHA 2FMIA 3 | Corer, thires. 6. | File Number | - | 7. Loan Hearther | | |
| 4 VA 5Coins, this, | - | de enc | | | 8. Mixigage Inc | rurance Case Number |
| C. NOTE: This form is humish | ad la chia uni a alah | 05-586 | - | _ <u></u> _ | | |
| C. NOTE: This form is furnish: Items marked (P.O | D.C.) were pakt outsk | ment of actual selficients they a | ement costs. He shown he | Amounts paid to and b | ry the selltement agent are success and are not included in | bown. |
| D. Maine and Address of Bonowe | er | E. Name and Ad | dress of Selfe | et of monthsmort fronts | F. Name and Address | |
| ATLAS REALTY, INC. | | GOLDMINE PROPI | | | 1. I value and Aukiess | or Cender |
| 727 Dean Road | | | 1 | | | |
| Survanee, GA 30024 | | 825 Golf View Dacula, GA 300 | | | | |
| | | Dacura, GA 300 | 119 | | - | |
| | | | <u>:</u> | | | |
| G. Property Location | | | | ellement Ageni | | ··· |
| 2270 POLAR ROCK AVENUE | | • | STEVE | ENS & EOOPER. LLC | | |
| ATLANTA, GEORGIA 30315 | | | Place | of Settlement | | |
| Fulton County | | | | ERINETER CENTER TE | RR #270 | I. Sottlemen Dale |
| L 70/14th District | | | | ITA, GEORGIA 30346 | | 03/09/0 |
| 1 SUMMARY OF BOOR | OU/FOIO TO | | | | | Į |
| J. SUMMARY OF BORR O. Gross Amount Due Fr | OWER'S THAN | SACTION: | K. | SUMMARY OF S | ELLER'S TRANSACT | ION: |
| 01. Contract sales price | on bonower | 64,00 | | iross Amount Do | ue To Seller | |
| 02. Personal property | | | | ontract sales price ersonal properly | <u> </u> | 64,00 |
| 03. Settlement charges to borrowe | 37 (live 1400) | 70 | 5.00 403 | ersonal property | ······································ | |
| 04. 05. | | | 404. | | | |
| Adjustments for items | o maid has a sti | | 405. | | | _ |
| 26. City/lown taxes | s paid by seller | In advance | <u> </u> | ldjuslments for i | tems paid by seller i | n advance |
| 17. Crimity laxes | io io | | | ly/lown laxes ounty laxes | to | |
| 8. Ascessments | to | | | sessments | to | - |
| 9. 0. | | | 409. | | lo | + |
| | | 1 : | | | | |
| | | — | 410. | | | |
| 1. 2. D. GROSS AMOUNT DUE FROM | 80AROWER | 64,705 | 411. | OSS AMOUNT DUE T | IO SELLER | |
| 1. 2. D. GROSS AMOUNT DUE FROM D. Amounts Paid By or In D. Deposit or earnest money Principal amount of new longs! | Behalf of Borro |)Wer | 411. 412. .00 420. GR 500. Re 00 501. Exc 502. Set | oss Deposit (see instri lement charges to sell | ount Due To Seller uctions) er (line 1400) | 2.500 |
| 1. 2. 0. GROSS AMOUNT DUE FROM D. Amounts Paid By or in 1. Deposit or earnest money | Behalf of Borro |)Wer | 411. 412. .00 420. GR 500, Re 00 501. Exc 502. Sell 503, Exis | eductions in Amo cess Deposit (see instr llement charges to sell sting loan(s) taken subj | ount Due To Seller uctions) er (line 1400) ject to | 2,500 |
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| 1. 2. D. GFIOSS AMOUNT DUE FROM D. Amounts Paid By or In D. Deposit or earnest money Principal amount of new loants) Existing loan(s) taken subject to D. Adjustments for items to | Behalf of Borro | 2,500 | 411. 412. .00 420. GR 500. Re 501. Exc 502. Sell 503. Exis 504. Pay 505. Pay 506. 507. 508. | eductions In Amoreses Deposit (see instructions) (s | punt Due To Seller uctions) er (line 1400) ject to an | 2,500 |
| 1. 2. D. GFIOSS AMOUNT DUE FROM D. Arnounts Paid By or In Deposit or earnest money Principal annount of new loants) D. Existing loan(s) taken subject to D. Adjustments for items to | Behalf of Borro | 2,500 | 411. 41200 420. GR 500. Fee 60 501. Exc 502. Sell 503. Exis 504. Pay 505. Pay 506. 507. 508. 509. Ad 0 510. City/0 | eductions in Amoreses Deposit (see instructions of the see instruction of the see instruction of the see instruction of the see instruction of the second mortgage of the second mortga | punt Due To Seller uctions) er (line 1400) ject to an e loan ms unpaid by seller | 2.500 |
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| 1. 2. D. GFIOSS AMOUNT DUE FROM D. Arnounts Paid By or In Deposit or earnest money Principal annount of new loants) D. Existing loan(s) taken subject to D. Adjustments for items to | Behalf of Borro | 2,500 | 411. 41200 420. GR 500. Fee 60 501. Exc 503. Exis 504. Pay 505. Pay 506. 507. 508. 509. Adj 0 510. City/t 3 511. Coun | eductions in Amo | punt Due To Seller uctions) er (line 1400) ject to an e loan ms unpaid by seller 01/01 to 03/08 | 2,500 64 44.9 17.0 |
| 1. 2. D. GFIOSS AMOUNT DUE FROM D. Arnounts Paid By or In Deposit or earnest money Principal amount of new loants) Existing loan(s) taken subject to . Adjustments for items to City/town taxes County taxes | unpaid by seller | 2,500. | 411. 41200 420. GR 500. Rec 502. Seli 503. Exic 504. Pay 506. 507. 508. 509. Add 0 510. City/t 3 511. Coun 2 512. Assec | eductions in Amo | ms unpaid by seller 01/01 to 03/09 01/01 to 03/09 | 2,500 64 44.9 17.0 |
| 1. 2. D. GFIOSS AMOUNT DUE FROM D. Arnounts Paid By or In Deposit or earnest money Principal amount of new loants) Existing loan(s) taken subject to . Adjustments for items to City/town taxes County taxes | unpaid by seller | 2,500. | 411. 41200 420. GR 500. Fee 60 501. Exc 503. Exis 504. Pay 505. Pay 506. 507. 508. 509. Adj 0 510. City/t 3 511. Coun | eductions in Amo | ms unpaid by seller 01/01 to 03/09 01/01 to 03/09 | 2,500 64 44.9 17.0 |
| 1. 2. D. GFIOSS AMOUNT DUE FROM D. Arnounts Paid By or In Deposit or earnest money Principal amount of new loants) Existing loan(s) taken subject to . Adjustments for items to City/town taxes County taxes | unpaid by seller | 2,500. | 411. 41200 420. GR 500. Re 500. Sol. Exc 502. Seli 504. Pay 505. Pay 506. 507. 508. 509. Add 0 510. City/t 3 511. Coun 2 512. Asses | eductions in Amo | ms unpaid by seller 01/01 to 03/09 01/01 to 03/09 | 2,500 64 44.9 17.0 |
| 1. 2. 2. 3. GFIOSS AMOUNT DUE FROM 3. Amounts Paid By or In 4. Deposit or earnest money 5. Principal amount of new long(s) 6. Existing loan(s) taken subject to | unpaid by seller | 2,500. 2,500. 1 | 411. 41200 420. GR 500. Re 00 501. Exc 502. Selic 504. Pay 506. 507. 508. 509. Add 0 510. City/n 3 511. Count 2 512. Asset 513. 514. 515. | eductions in Amo | ms unpaid by seller 01/01 to 03/09 01/01 to 03/09 | 2,500 64 44.9 17.0 |
| 1. 2. D. GFIOSS AMOUNT DUE FROM D. Arnounts Paid By or In Deposit or earnest money Principal amount of new loants) Existing loan(s) taken subject to . Adjustments for items to City/town taxes County taxes | unpaid by seller | 2,500. 2,500. 1 | 411. 41200 420. GR 500. Re 00 501. Exc 502. Selis 504. Pay 505. Pay 506. 507. 508. 509. Add 0 510. City/d 3 511. Coun 2 512. Asset 514. 515. 516. 517. | eductions in Amo | ms unpaid by seller 01/01 to 03/09 01/01 to 03/09 | 2.500 64 64 44.9 17.0 |
| 1. 2. D. GROSS AMOUNT DUE FROM D. Amounts Paid By or In Deposit or earnest money Principal amount of new loants) Existing loan(s) taken subject to Existing loan(s) taken subject to City/town taxes County laxes Assessments | unpaid by seller 01/01 to 03/09 01/01 to 03/09 | 2,500. 2,500. 1 | 411. 41200 420. GR 500. Re 00 501. Exc 502. Selic 504. Pay 506. 507. 508. 509. Add 0 510. City/n 3 511. Count 2 512. Asset 513. 514. 515. | eductions in Amo | ms unpaid by seller 01/01 to 03/09 01/01 to 03/09 | 44.9 17.0 96.6 |
| 1. 2. D. GRIOSS AMOUNT DUE FROM D. Amounts Paid By or In Deposit or earnest money Principal amount of new loants) Existing loan(s) taken subject to Existing loan(s) taken subject to City/town taxes County laxes Assessments | unpaid by seller enous to osos ovos to osos ovos to osos | 2,500. | 411. 41200 420. GR 500. Rec 502. Seli 503. Exis 504. Pay 506. 507. 508. 509. Add 0 510. City/t 3 511. Coun 2 512. Assecting 514. 515. 516. 517. 518. 519. | ductions in Amo | ms unpaid by seller 01/01 to 03/09 01/01 to 03/09 | 2,500 64 64 44.9 17.0 96.6 |
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| 1. 2. D. GFIOSS AMOUNT DUE FROM D. Arnounts Paid By or In Deposit or earnest money Principal amount of new loants) Existing loan(s) taken subject to . Adjustments for items to City/town taxes County taxes | ER OF To Borrowe | 2,500. | 411. 41200 420. GR 500. Re 502. Sell 503. Exic 504. Pay 505. Pay 506. 507. 508. 509. Add 0 510. City/t 3 511. Coun 2 512. Asses 513. 514. 515. 516. 517. 518. 519. 520. TOTAL 600. Cash 601. Gross | ductions in Amoreses Deposit (see instructions in See Deposit (see instructions) in Amoreses Deposit (see instructions) taken subject of of first mortgage for off of first mortgage for off of second mortgage off off off off off off off off off of | ms unpaid by seller other to an other to | 2.500 64. |
| 1. 2. 2. 3. GROSS AMOUNT DUE FROM 3. Amounts Paid By or In 4. Deposit or earnest money 4. Principal amount of new loants) 5. Existing loan(s) taken subject to 6. Existing loan(s) taken subject to 6. City/town taxes 6. County taxes 6. Assessments 6. OTAL PAID BY/FOR BORROWE 6. Cash At Settlement From 10. 10. 10. 10. 10. 10. 10. 10. 10. 10. | Behalf of Borro | 2,500. 1 44.9 17.0 96.6 2,658.55 | 411. 41200 420. GR 500. Re 502. Seli 503. Exic 504. Pay 505. Pay 506. 507. 508. 509. Add 0 510. City/0 3 511. Cou/0 3 511. Cou/0 515. 516. 517. 518. 519. 520. TOTAI 600. Cash 601. Gross in | ductions in Amoreses Deposit (see instructions in See Instructions in See Instruction of Italian subject of | ms unpaid by seller other to an other to | 2.500 64 64 44.9 17.0 96.6 |

| ulter transactions, complete the applicable parts of For | pitrojual residence, file form 2119, Spic ou prelagige of Principal-Residence, las early gain, with your income lax return, last in 2787, Form 5256 and or Schadulet? (Form 1049). |
|--|---|
| Your new security of the | in 4767, Form B256-and or Schmiddle & Gran 1049). |
| transport Advance by Jump to provide SAEAENS & COOPE | R. LLC 0 with your correct inxpover tehrillication and a |
| idendification mentees | FR, LLC 0 with your correct harpayer labrillionion remoter. It yets do not provide your covered tempoyer identification is imposed by law. Under providing objecting Coulde that the pumpy shown on tight statement is my correct tempoyer. |
| | VIA 1 |
| THI | SELIER SIGNATURE |
| | SELLER SIGNATURE: / V \ ' MI \ Z MI MIN . (// |

RESPA, HB 4305.2 -- REV. HUD-1 (3/86)

| Division of examplestion (| EN'S COMMISSION DHEE | t die | # : 05-539 | | PAID FROM | |
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| 701. \$ | to to | <u> </u> | | | FUNDS AT | |
| 702.\$ | la | | | | SETTLEMENT | FISETTL |
| 703. Commission paid at Se | likanend | | | | | 1 |
| 704. | | <u>-</u> | | | _ | |
| 800, ITEMS PAYABLE | IN CONNECTION V | ITH LOAN | | P.O.C. | | |
| UD1. Loan Origination Fee | * | | | P.U.C. | | · |
| 802. Loan Discount | % | | | | | . |
| 003. Appraisal Fee | kir | | | | | <u> </u> |
| 804. Credit Report | lo lo | · · · · · · · · · · · · · · · · · · · | | | <u>-</u> | |
| 805. Lender's Inspection Fee | [1] | | | | | <u> </u> |
| 805. My. Ins. Application Fee | ko . | | | | | |
| 807. Assumption Fon | to | · | | | | ļ |
| 80/3. | | · | ~ | | i | |
| 80.9. | | | | | | |
| 810 | | | | | | |
| 611. | | | | | II | |
| 812. | | | | | [<u> </u> | |
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| 015. | | : | | | . | |
| 900 ITEMS REQUIRED | BY LENDER TO BE | PAID IN ADVA | VCE. | <u>-</u> | <u> </u> | |
| 301. IIHERESI IGANI | ki | 0.5 | /clay | Days | | |
| 902. Мицаде Інжиания Расп | kan for to | | | Jays | | · · · · · · · · · · · · · · · · · · · |
| 903. Hazard Insurance Prenium | m for yrs ki | | | | | |
| 904 | | | | | | |
| 905. | | ; . | | | | |
| 1000, RESERVES DEPOS | SITED WITH LENDER | RFOR . | | L | | |
| 1001. Hazant Insurance | tr | ю. 🛮 \$ | Antr. | т | | |
| 1002, Mortgaga trionance | - n | 0.05 | /mo. | - | | |
| 1003. City property taxes | - m | 0.01 | Kno. | | | |
| 1004. County properly taxes | 10 | 0.6\$ | hna. | | ————— | |
| 1005, August Assessments | 10 | 0.05 | /rno. | | | |
| 1006. | O. | o.@\$ · . | /mo. | | | |
| 1007 | hy | 29.0 | Imo. | | —————————————————————————————————————— | |
| 1008 | | | | | | |
| 1100 TITLE CHARGES | | · | | ——— <u> </u> | <u></u> | |
| 1101. Settlement or classing lea | kı | * | | —————————————————————————————————————— | | |
| 102. Abstract or title search | to | | | | | |
| 163, Tike examination | ki TRADETTOHAL | TTLE/S&C | | | | |
| 104. Title insurance bio-lea | kı - | | | | 150.00 | |
| 105. Document preparation | to | | | <u> </u> - | | |
| 106. Notary lees | (e) | | | | | |
| 107, Attorney's Ices | kr STEVENS & COO | PER, LLC | | | 400.00 | |
| (indutes alorse items for | |) • | | | 4(10.00 | |
| 108. Title insurance | to SAC AGENT OF | FIDELITY NATIONAL | | | 300 00 | |
| (inchales above items the | |) . | | | 100.00 | |
| 09. Leneler's crevurage \$ | | | | | | |
| 10. Омнаг'я спускиде \$ | 39,900.00 j | 00.00 | | | 1 | |
| 11 | | | | ~ | | |
| 12 | | | | — | | |
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| O GOVERNMENT RECO | ADING AND TRANS | FER CHARGES | | <u> </u> | | |
| O, etrauming least | Ph 4.6 | Mortipage \$ | ; Release | 7 29 | | |
| 2. City/county/stamps | | Mortgage \$ | , | 23.4 | | |
| 3 State tax/stamps | Davis 30 to | Mortgage \$ | · | | | |
| a. TO RECORD DECOS DO TO SA | Λ | | | | | 19 |
| 5 | | : | | | 45.00 | · |
| o. ADDITIONAL SETTLE | MENT CHARGES | | - | | <u></u> | |
| 1. Survey | (c) | | | | | |
| | ks | | | | | |
| 3. | | - | | | | |
| f. | | | | | | |
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| TOTAL SETTLEMENT | MARGES (einter on line | s [03 sovi 502 Soun. | one Land IA | | | |
| TO THE OUT TELMETH I | and the second s | | | | 69S_000 | 39.9 |
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| orali#/ reviewed for IREZ-I Server fix to | Hamiled and to the best of my know I could the I know excelent a sum | of the letter contains | Married of | | | |
| orali 47 romania d'Arg 18.82-1 Senteny Été SA. Cosma d'en loy fra la Réa françaisten / hyther | statistical and to the trees of my know a config that I have received a copy | of the 1830-1 Settlement St | The same of the sa | | | |
| orali 47 romania d'Arg 18.82-1 Senteny Été SA. Cosma d'en loy fra la Réa françaisten / hyther | stanced could dischael of any know could be the second control a copy trajection | \ \ | | STARIUS UK. | | |
| orali 47 romania d'Arg 18.82-1 Senteny Été SA. Cosma d'en loy fra la Réa françaisten / hyther | the responsibilities | Osorca | | eu- | | 李 爾 |
| erall #/ serviceward #10 18 MZ-1 Service fit to | olle tagention | Oloncia Morte | EN TENERATIVIMA | eu- | | Self Self |

| 700, TOTAL SALES/BROKE, Division of commission (line 700 | OMMISSION based on price \$ | FILE #: 05-586 | | PAID FROM BORROWER'S FUNDS AT | F |
|--|--|---|--------------------------------|-------------------------------|---|
| 701. \$ to | | | ······························ | | FUNDS A |
| 702. \$ to | | | | SETTLEMENT | SETTLEME |
| 703. Commission paid at Settlemen | l . | ` | | | |
| 704. | | | | | <u> </u> |
| 800. ITEMS PAYABLE IN CO | DNNECTION WITH LOAN | : | P.O.C. | _1 | |
| | % | | ···· | | |
| | % | | | | |
| 803. Appraisal Fee | to | | | | |
| | ło | | | | *************************************** |
| | lo | <u>:</u> | | | |
| 007 4 | lo | | | | |
| | ło | | | | |
| 808. | | <u> </u> | | | |
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| 812. | | | | | |
| 813. | | - ' | | | |
| 814. | | | * | | |
| 815. | | <u> </u> | | | |
| 900, ITEMS REQUIRED BY L | ENDED TO BE DAID IN AL | WANGE | | | |
| 901. Inlatest from | | | | | |
| 902. Mortgage Insurance Premium for | | - /day | Days | | |
| 903. Huzard Insurance Premium for | | | | I | |
| 904, | yrs lo | <u> </u> | <u></u> | | |
| 905. | | <u> </u> | <u></u> | | |
| 1000 RESERVES DEPOSITED | WITH LEMBER COR | | | | |
| 1001. Hazard Insurative | | | | | |
| 1002, Mortgage Insurance | mo.@\$ | Ano. | | | |
| 1003. City property taxes | ma, Q\$ ma, Q\$ | /mo. | | | |
| 1004. County property taxes | 10.00 \$ | : /mo. : /mo. | | | |
| 1005. Annual Assessments | noti,@\$ | ! Imo. | | | |
| 1006. | mo.@\$ | /mo. | | | |
| 1007. | inc.@\$ | 1. /mo. | | | |
| 1008. | | 1 1110. | | | |
| 1600. TITLE CHARGES | * | · | L | | |
| 1101. Settlement or closing fee to | | | | | |
| 1102. Alishact or life search lo | | <u> </u> | | | |
| 1103. Title examination to | STEVENS & COMPER, LLC | | | | |
| 104. Tille insurance binder to | | - | | 150.00 | |
| 105. Document preparation to | | ; | | | |
| 106. Nolary tees to | | | | | |
| 107. Alterney's fees to | STEVENS & COOPER, LLC . | <u>. </u> | | 400.00 | |
| (includes above items No: | | ···· | | 400.00 | |
| 108. Title insurance to | S&C AGENT OF FIDELITY NAT | FIONAL | | 128.00 | |
| (includes above items No: | | | | 120.00 | |
| 109. Lauder's coverage \$ | | | | | [|
| 10. Owner's coverage \$ | 64.000.00 128.00 | | | | I |
| 111. | : : | | | | |
| 112. | | ······································ | | | |
| 13. | | | | | |
| 00. GOVERNMENT RECORDS | NG AND TRANSFER CHAP | RGES | <u>-</u> -L | | |
| U1. Heroiding less Dee | | ; Releases | <u> </u> | | |
| 02. City/county/stamps Dee | | 111000000 | | | |
| 113. State tax/stamps Doe | | | | | |
| | | | | 27 00 | 64.00 |
| 04. TO RECORD DEEDS PO TO SAA | | | | 27.00 | |
| 04. TO RECORD DEEDS PD TO SAA | | _ | 1 | , | |
| 04. TO RECORD DEEDS PD TO S&A US. UO. ADDITIONAL SETTLEMEN | IT CHARGES | | <u>_</u> | | |
| 04. TO RECORD DEEDS PD TO SAA US. DO ADDITIONAL SETTLEMEN DI SULVEY to | IT CHARGES | | | | |
| 04. TO RECORD DEEDS PD TO SAA US. DO ADDITIONAL SETTLEMEN DI Survey to 12. Past inspection to | IT CHARGES | | | | |
| 04. TO RECORD DEEDS PD TO SAA 115. 100. ADDITIONAL SETTLEMEN 11. Survey to 12. Past inequation in | IT CHARGES | | | | |
| 04. TO RECORD DEEDS PD TO SAA 115. 100. ADDITIONAL SETTLEMEN 11. Survey to 12. Past inequation in 13. | IT CHARGES | | | | |
| 04. TO RECORD DEEDS PD TO SAA 115. 100. ADDITIONAL SETTLEMEN 114. Survey to 12. Pest inspuction to 13. 14. | IT CHARGES | | | | |
| 04. TO RECORD DEEDS PD TO SEA 115. 100. ADDITIONAL SETTLEMEN 11. Survey to 12. Pest inspuction to 13. 14. 15. | IT CHARGES | | | | |
| 04. TO RECORD DEEDS PD TO SEA 115. 100. ADDITIONAL SETTLEMEN 111. Survey to 112. Pest inspection to 13. 14. 15. 16. | IT CHARGES | | | | |
| 04. TO RECORD DEEDS PD TO SEA 115. 100. ADDITIONAL SETTLEMEN 111. Survey to 112. Pest inspection to 113. 114. 115. 116. 117. 118. | | | | | |
| 04. TO RECORD DEEDS PD TO SEA 115. 100. ADDITIONAL SETTLEMEN 111. Survey to 112. Pest inspection to 113. 114. 115. 116. 117. 118. | | 2, Southorns James M | | 705 00 | |
| 04. TO RECORD DEEDS PD TO SEA 115. 105. ADDITIONAL SETTLEMEN 115. Survey to 12 Pest inspection to 13. 14. 15. 16. 17. 18. 19. TOTAL SETTLEMENT CHA | RGES (enter on lines 103 and 50) | \ | | 705.00 | 64.00 |
| 04. TO RECORD DEEDS PD TO SEA 115. 105. ADDITIONAL SETTLEMEN 115. Survey to 12 Pest inspection to 13. 14. 15. 16. 17. 18. 19. TOTAL SETTLEMENT CHA | RGES (enter on lines 103 and 50) | \ | in the second of the second | 705.00 | 64.00 |
| 04. TO RECORD DEEDS PD TO SEA 115. 100. ADDITIONAL SETTLEMEN 11. Survey to 12. Past inspection to 13. 14. 15. 16. 17. 18. 10. TOTAL SETTLEMENT CHA | RGES (enter on finas 103 and 500 and 300 and 3 | à la e brue and acquir similare u oi e Barrere Stalestori | a recognity of the town of | | 64.00 |
| 04. 10 RECORD DEEDS PD TO SBA 115. 100. ADDITIONAL SETTLEMEN 101. Survey to 102. Pest inspection to 103. 104. 105. 106. 107. 107. 108. 109. TOTAL SETTLEMENT CHA 109. TOTAL SETTLEMENT CHA 109. Control of the BRA-1 Settlement Statement excepted on by one in this transportion. I failled expirit | RGES (enter on lines 103 and 50) | \ | a rescion of the tours | | |
| 04. 10 RECORD DEEDS PD TO SBA 115. 100. ADDITIONAL SETTLEMEN 111. Survey to 112. Pest inspuelling to 13. 14. 15. 16. 17. 18. 19. TOTAL SETTLEMENT CHA controlling reviewed the BRD-1 Selfinguest Statement of could up by me for the coarse of four I fusilier contit. FEALYY, INC. | IRGES (enter on fines 103 and 50) of sirel to the best of top knowledge and belief, it that I have received a copy of the FMD-1 Sell DignarBonomer | is is the and area to straight and of the street Stolerhold Properties. | es Sus | l C | 64.00 Setter |
| 04. 10 RECORD DEEDS PD TO SBA 115. 100. ADDITIONAL SETTLEMEN 111. Survey to 112. Pest inspuelling to 13. 14. 15. 16. 17. 18. 19. TOTAL SETTLEMENT CHA controlling reviewed the BRD-1 Selfinguest Statement of could up by me for the coarse of four I fusilier contit. FEALYY, INC. | IRGES (enter on fines 103 and 50) of sirel to the best of top knowledge and belief, it that I have received a copy of the FMD-1 Sell DignarBonomer | is is the and area to straight and of the street Stolerhold Properties. | es Sus | l C | |
| 04. 10 RECORD DEEDS PD TO SBA 115. 100. ADDITIONAL SETTLEMEN 101. Survey to 102. Pest inspection to 103. 104. 105. 106. 107. 107. 108. 109. TOTAL SETTLEMENT CHA 109. TOTAL SETTLEMENT CHA 109. Control of the BRA-1 Settlement Statement excepted on by one in this transportion. I failled expirit | IRGES (enter on fines 103 and 50) of sirel to the best of top knowledge and belief, it that I have received a copy of the FMD-1 Sell DignarBonomer | is is the and area to straight and of the street Stolerhold Properties. | es Sus | l C | Seller |

A. SETTLEMENT STATLMENT

U.S. Department of Housing and Urban Development

ban Development OMB No. 2502-0265

| Type o | f Loan | | | | 7, Loan Number | | 8, Mortgage Insurance Cas | e Number |
|----------------------|--|----------------------------|----------------------|---------|--|---------------|---------------------------|---------------|
| FHA | 2 _ FroHA 3 Conv. Unices. | 6 File No | nuper | | 2, 1,000 1100 1000 | | I | ļ |
| VΔ | 5 Corw. Ins. | 1 | 05-586 | | | | | |
| | This form is furnished to give you | | | t cost | s. Amounts paid to and by t | he settlemer | nt agent are shown. | |
| NOTE: | This form is furnished to give you tems marked (P.O.C.) were paid | a statemen Loutside (he | closing; they are st | NOWIN. | here for information purpose | es and are n | of theirided at the total | |
| | | | Name and Address | 5 OI 31 | Siloi | F. Name | and Address of Certic | 1 |
| | Address of Borrower | 6 | OLDHINE PROPERTI | E\$. I | NC. | | | |
| las real | IY, INC. | | | | • | | | |
| * O D | | | 25 Golf View Cou | гt | | 1 | | |
| 7 Dean R малее, G | | Đ | acula, GA 30019 | | | | | 1 |
| water, u | X 10054 | | | | | | | |
| | | | | | a ut - ut Agnet | _! | | |
| Property | Location | | | . IH | Settlement Agent TEVENS & COOPER, LLC | | | |
| | | | | 13 | SEASMO & COOLCUL CEO | | | |
| 270 POLAS | ROCK AVENUE | | | - | tace of Settlement | | i. | |
| LANTA, (| EORGIA 30315 | | | - [] | 00 PERIMETER CENTER TE | RR. #270 | i | Date |
| ilton Co | | | | | TLANTA, GEORGIA 30346 | | | 03/09/05 |
| 70/14ti | n District | | | l' | | | | <u>, i</u> |
| | | | 4 OTION! | | K. SUMMARY OF S | ELLER'S | TRANSACTION | <u>!</u> |
| J. SUM | MARY OF BORROWER'S | TRANS | ACTION: | | 00. Gross Amount D | ue To Se | ller | |
| o. Gros | s Amount Due From Bon | rower | 64,000 | | 01. Contract sales price | | | 64,000.00 |
| | ct sales price | | 04,000 | | 102. Personal property | | | |
| 02. Perso | nal property | -01 | 705 | | 103. | | | |
| 03. Settler | nent charges to borrower (line 140 | N) | - | | 104. | | | |
| 04. | | | | - 1. | 405. | | <u> </u> | diance |
| 05. | ustments for items paid b | w seller | in advance | | Adjustments for | items pa | aid by seller in a | UVALICO |
| | | to | | 1 | 406. City/town taxes | | to to | |
| 06. City/k | | to | | ŀ | 407. County laxes | | | |
| 07, Count | ····· | lo | | | 408. Assessments | | | |
| DB, Asses | sments | | | -1 | 409. | · | | |
| 109. | · · · · · · · · · · · · · · · · · · · | | | | 410. | | | |
| 110. | | | | | 411. | | | |
| 112. | | | | | 412. | | | |
| | | | | امما | 420, GROSS AMOUNT DU | IF TO SELL | ER | 64.000.0 |
| 120. GRO | SS AMOUNT DUE FROM BORRO | OWER | | 0.00 | 500. Reductions in A | mount D | ue To Seller | |
| 200. Amo | ounts Paid By or In Behal | if of Bori | rower 2,500 | 00 | 501. Excess Deposit (see i | nstructions) | | 2,500.0 |
| 201, Depo | sit or earnest money | | 2,30 | 1.00 | 502. Saldement charges to | seller (line | 1400) | 64.0 |
| 202. Princ | ipal amount of new loan(s) | <u> </u> | | -1 | 503. Existing loan(s) taken | subject to | | |
| 203. Exist | ing loan(s) taken subject to | | | -1 | 504. Payoff of first mortgag | e loan | | |
| 204. | | | - | | | | | |
| | | | | | 505. Payoff of second more | igage loan | | |
| 205 | | | | | | · | | |
| 205 | | | | ~ | 506. | | | |
| 206. | | | | | 507. | | | |
| 207. | | | | | 508. | | | - |
| 208, 209, | | | | | 509. | - 11 | innaid by seller | L |
| ZUS. | justments for items unpa | id by se | iler | | | or items t | npaid by seller | 44. |
| | lown taxes | 01/01 to 03 | 1 EUN | | 510. City/town taxes | | 01/01 to 03/09 | 17. |
| 211. Cou | | 01/01 to 03 | | | 511. County taxes | | 01/01 to 03/09 | 96. |
| 212 Ass | | 01/01 to 03 | 2/09 | 16.62 | 512 Assessments | | | |
| 213. | | | | | 513. | | | |
| 214. | ************************************** | | | | 514. | | | |
| 215. | | | | | 515. | | | |
| 216. | | | | | 516. | | | 1 |
| 217. | | | | | 517. | | | |
| 218. | | | | | 519. | | | |
| 219. | | | | | T | | | 1 |
| | | | | 50 E | 520. TOTAL REDUCTION | N AMOUNT | DUE SELLER | 2,722 |
| 220. TO | FAL PAID BY/FOR BORROWER | · - | | 00.00 | 600. Cash At Settler | ment To | or From Seller | |
| | sh At Settlement From o | r To Bon | rower | nc n/ | | seller (line | 420) | 64,000 |
| 300, Ca | | 120) | 1 64./ | 05.00 | J 00 6. 01000 announ 400 to | | - # F00\ | 2,722 |
| 301. Gro | ss amount due from borrower (line | 3 1201 | . 1 | EO E | 602 Less reduction armit | nut dhe sene | at (title 250) | |
| 301. Gro | ss amount due from borrower (line s amounts paid by/lor borrower (lin | ne 220) | . 1 | 58.5 | 602. Less reduction arnor | unt due selle | er (kine 520) | 61,277 |

SUBSTITUTE FORM 1099 SELLER STATEMENT: The information contained brained by the file of the statement on an account promotion and as being turnsened to the IRIS determines that it has not been regulated to file a refull, a neighbourse penalty or other searchton will be imposed on your of their large penalty or other searchton will be imposed on your of the search of the search of the IRIS determines that it has not been regulated to the order price described on the 401 above constitutions for Grace Proceeds of this transaction.

| reported. The Contract Sales Price described on Une 401 above constitutes the critical | A support of the supp |
|--|--|
| reported. The Contract Sales Price described on the 4D source presents are selected. SELLER INSTRUCTIONS: If this real estate was your principal residence, the Form 2119, Sale or From SELLER INSTRUCTIONS: If this real estate was your principal residence, the Form 2119, Sale or From SELLER INSTRUCTIONS: If this real estate was your principal residence of the selections, complete the applicable parts of Form 2197, Form Extended Contract the Contract of the Selection Selection (Contract of the Selection | xchange of Principal Residence, for any gain, with your excome use record |
| SELLER INSTRUCTIONS: If this real estate was your principal residence, we should be School feel) Sony | , 1940). |
| other transections, complete the applicable parts of Form 2737, Form 2737, | As your correct townseer Identification |
| the same was the same asset the same was the | attaction combet. If you as not provide your and is not contact ternavel |

You are recorded by law to provide STEVENS & CARPER, U.S. given your contemporary or margine subject to civil or criminal penelises imposed by low. Under penalises the identification number.

RESPA, HB 4305.2 -- REV, HUD-1 (3/86)

| 0. TOTAL SALES/BROKER'S COMMISSION based on price \$ | PAID FROM JORROWER'S FUNDS AT | FUNDS AT |
|--|-------------------------------------|----------------|
| Division of commission (line 700) as follows: | SETTLEMENT | SETTLEMENT |
| 01.\$ to | | |
|)2.\$ to | | |
| 03, Commission paid at Settlement | | |
| | | |
| 74. 20. ITEMS PAYABLE IN CONNECTION WITH LOAN P.O.C. | | |
| 01. Loan Origination Fee % | | |
| | | |
| 2. LOSII CASOCOLI | | |
| 03. Appraisal Fee. to | | |
| 04. Credit Report to | | |
| 05. Lender's Inspection Fee to | | <u></u> |
| 06, Mtg. Ins, Application Fee to | | |
| 07, Assumption Fee to | | |
| | | |
| 08. | | |
| 09. | _ | |
| 10. | | |
| 141. | | <u> </u> |
| 12. | | l |
| 113. | | T |
| 114. | | |
| | L | <u> </u> |
| 115. 100. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE /day Days | | |
| | | |
| 001. Interest from to | | <u> </u> |
| 02. Mortgage Insurance Premium for to | | <u> </u> |
| 303. Hazard Insurance Premium for yrs to | | |
| 304. | | 1 |
| ACC. | | <u> </u> |
| 905. 900. RESERVES DEPOSITED WITH LENDER FOR | | 1 |
| | | - |
| 001, Hazard Insurance mo. 95 /mo. | | |
| 002. Mortgage Insurance | | <u> </u> |
| 003. City property taxes | | T |
| 1004. County property taxes mo. @\$ /mo. | | |
| 006, Annual Assessments mo. @\$ /mo. | | · |
| mo Ø\$ //mo. | | |
| 306. mg @\$ /mo. | | |
| 1997. | _ | <u></u> |
| 1008. | | |
| TITLE CHARGES | | |
| 1100, HILE CHANGES | | 1 |
| 1100, TITLE CHARGES | | |
| 101. Settlement or closing fee to | 150.0 | 0 |
| 1101. Settlement or closing fee to 1102. Abstract or title search to | 150.0 | 0 |
| 101. Settlement or closing fee to 102. Abstract or title search to 103. Title exemination to STEVENS & COOPER, ELC | 150.0 | 0 |
| 101. Settlement or closing fee to 102. Abstract or title search to 103. Title exemination to STEVENS & COOPER, LLC 1104. Title insurance binder to | 150.0 | 0 |
| 101. Settlement or closing fee to 102. Abstract or title search to 103. Title exemination to STEVENS & COOPER, ELC 104. Title insurance binder to 1105. Document preparation to | 150.0 | 0 |
| 1101. Settlement or closing fee to 1102. Abstract or title search to 1103. Title exemination to STEVENS & COOPER, LLC 1104. Title insurance binder to 1105, Document preparation to 1106. Notary fees to | 150.0 | |
| 101. Settlement or closing fee to 102. Abstract or title search to 103. Title exemination to STEVENS & COOPER, ELC 104. Title insurance binder to 1105. Document preparation to | | |
| 1101. Settlement or closing fee to 1102. Abstract or title search to 1103. Title examination to STEVENS & COOPER, ELC 1104. Title insurance binder to 1105. Document preparation to 1106. Notary fees to 1107. Attorney's fees to STEVENS & COOPER, ELC | | 00 |
| I 101. Settlement or closing fee to 1102. Abstract or title search to 1103. STEVENS & COOPER, LLC 1103. Title examination to STEVENS & COOPER, LLC 1104. Title insurance binder to 1105. Document preparation to 1106. Notary fees to 1107. Attorney's fees to STEVENS & COOPER, LLC (includes above items No.) | 480.6 | 00 |
| I 101. Settlement or closing fee to 1102. Abstract or title search to 1103. Title examination to STEVENS & COOPER, LLC 1104. Title insurance binder to 1105. Document preparation to 1106. Notary fees to STEVENS & COOPER, LLC 1107. Attorney's fees to STEVENS & COOPER, LLC (includes above items No: | 480.6 | 00 |
| I 101. Settlement or closing fee to 102. Abstract or title search to 103. Title exemination to STEVENS & COOPER, LLC 1103. Title insurance binder to 1105. Document preparation to 1106. Notary fees to 1107. Attorney's fees to STEVENS & COOPER, LLC 1108. Title insurance to S&C AGENT OF FIDELITY NATIONAL (includes above items No: | 480.6 | 00 |
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| I101. Settlement or closing fee to I102. Abstract or title search to I103. Title examination to STEVENS & COOPER, LLC I103. Title examination to STEVENS & COOPER, LLC I104. Title insurance binder to I105. Document preparation to I106. Notary fees to STEVENS & COOPER, LLC I107. Altorney's fees to STEVENS & COOPER, LLC II07. Altorney's fees to STEVENS & | 480.6 | 00 |
| I101. Settlement or closing fee to I102. Abstract or title search to I103. Title examination to STEVENS & COOPER, LLC I103. Title examination to STEVENS & COOPER, LLC I104. Title insurance binder to I105. Document preparation to I106. Notary fees to STEVENS & COOPER, LLC I107. Altorney's fees to STEVENS & COOPER, LLC I107. Altorney's fees to STEVENS & COOPER, LLC I108. Title insurance to S&C AGENT OF FIDELITY NATIONAL I109. Lender's coverage \$ 1110. Owner's coverage \$ 1110. Owner's coverage \$ 1111. | 480.6 | 00 |
| I101. Settlement or closing fee to I102. Abstract or title search to I103. Title examination to STEVENS & COOPER, LLC I103. Title examination to STEVENS & COOPER, LLC I104. Title insurance binder to I105. Document preparation to I106. Notary fees to STEVENS & COOPER, LLC I107. Altorney's fees to STEVENS & COOPER, LLC II07. Altorney's fees to STEVENS & | 480.6 | 00 |
| Incl. Settlement or closing fee to Inc. Abstract or title search to Inc. Abstract or title search to Inc. Title examination to STEVENS & COOPER, LLC Inc. Inc. Inc. Inc. Inc. Inc. Inc. Inc. | 480.6 | 00 |
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| Incl. Settlement or closing fee to Inc. Abstract or title search to STEVENS & COOPER, LLC Inc. Internation to STEVENS & COOPER, LLC Inc. Inc. Inc. Inc. Inc. Inc. Inc. Inc. | 480.6 | 00 |
| Incl. Settlement or closing fee to Inc. Abstract or title search to STEVENS & COOPER, LLC Inc. Inc. Inc. Inc. Inc. Inc. Inc. Inc. | 480.6 | 00 |
| Incl. Settlement or closing fee to to Inc. Abstract or title search to STEVENS & COOPER, LLC Inc. Inc. Inc. Inc. Inc. Inc. Inc. Inc. | 128.0 | 64 |
| Incl. Settlement or closing fee to Inc. Abstract or title search to Inc. Abstract or title search to Inc. Abstract or title search to Inc. Inc. Abstract or title search to Inc. Inc. Inc. Inc. Inc. Inc. Inc. Inc. | 480.6 | 64 |
| Incl. Settlement or closing fee to Inc. Abstract or title search to STEVENS & COOPER, ELC Inc. Title insurance binder to Inc. Title insurance binder to Inc. Inc. Notary fees to STEVENS & COOPER, ELC Inc. Inc. Inc. Notary fees to STEVENS & COOPER, ELC Inc. Inc. Inc. Inc. Inc. Inc. Inc. Inc. | 128.0 | 64 |
| Incl. Settlement or closing fee to Inc. Abstract or title search to STEVENS & COOPER, LLC Inc. Inc. Inc. Inc. Inc. Inc. Inc. Inc. | 128.0 | 64 |
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| Incl. Settlement or closing fee to Inc. Abstract or title search to STEVENS & COOPER, LLC Inc. Inc. Inc. Inc. Inc. Inc. Inc. Inc. | 128.0 | 64 |
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RESPA, HB 4305,2 -- REV. HUD-1 (3/86).

WARRANTY DEED

STATE OF GEORGIA

COUNTY OF DEKALB

This Indenture made this 9th day of March, in the year 2005, between 2270 POLAR ROCK TRUST and MIKE CHERWENKA, AS TRUSTEE, of the County of Gwinnett, State of Georgia, as party or parties of the first part, hereinunder called Grantor, and ATLAS REALTY, INC., a Georgia Corporation, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of TEN AND 00/100 (\$10.00) Dollars and other good and valuable considerations in hand paid at and before the seating and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, self, alien, convey and confirm unto the said Grantee.

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons claiming under Grantor, but not otherwise.

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal this day and year first above written.

Signed, sealed and delivered in the presence of:

Notary Public

2270 POVAR ROCK TRUST

(Seal)

MIKE Cherwenka Trustee

MIKE Cherwenka Trustee

(Seal)

GEORGIA

MARCH 21, 2008

PUBLICATION (Seal)

EXHIBIT "A"

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 70 OF THE 14TH DISTRICT, FULTON COUNTY, GEORGIA AND BEING LOT 1, BLOCK F, UNIT 1, MARION BUILDERS INV. CO. PROPERTY, AS PER PLAT RECORDED IN PLAT BOOK 35, PAGE 40, FULTON COUNTY, GEORGIA RECORDS, AND BEING PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN AT THE CORNER FORMED BY THE INTERSECTION OF THE EASTERLY SIDE OF POLAR ROCK AVENUE WITH THE SOUTHERLY SIDE OF POLAR ROCK PLACE, IF SAID STREET LINES WERE EXTENDED TO FORM AN ANGLE INSTEAD OF A CURVE; RUNNING THENCE SOUTHERLY ALONG THE EASTERLY SIDE OF POLAR ROCK AVENUE SIXTY (60) FEET TO AN IRON PIN AND LOT 2, SAID BLOCK AND SUBDIVISION; RUNNING THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID LOT 2, ONE HUNDRED SIXTY (160) FEET TO AN IRON PIN; RUNNING THENCE NORTHERLY SIXTY (60) FEET TO AN IRON PIN ON THE SOUTHERLY SIDE OF POLAR ROCK PLACE; RUNNING THENCE WESTERLY ALONG THE SOUTHERLY SIDE OF POLAR ROCK PLACE ONE HUNDRED SIXTY (160) FEET TO THE EASTERLY SIDE OF POLAR ROCK AVENUE, IF EXTENDED, AND THE POINT OF BEGINNING. BEING IMPROVED PROPERTY HAVING A ONE-STORY BRICK HOUSE THEREON KNOWN AS 2270 POLAR ROCK AVENUE, ATLANTA, GEORGIA 30315 ACCORDING TO THE PRESENT SYSTEM OF NUMBERING HOUSES IN FULTON COUNTY, GEORGIA; AND ALSO BEING MORE PARTICULARLY SHOWN ON A SURVEY PREPARED BY A.S. GIOMETTI & ASSOC., INC., DATED SEPTEMBER 22, 1972.

LESS AND EXCEPT, HOWEVER, THAT PORTION OF THE ABOVE-DESCRIBED PROPERTY USED IN ROUNDING THE CURVE OF POLAR ROCK AVENUE AND POLAR ROCK PLACE.

v

Deed Book 40193 Fg 173
Filed and Recorded Jun-10-205 Ni:16ps
2005-0204932
Real Estate Transfer Tax 10.00
Juan ita Hicks
Clerk of Superior Court
Fulton County, Georgia

Return after recording to: Heath W. Williams, Esq. Heath W. Williams, LLC 170 Mitchell Street, SW Atlanta, Georgia 30303

DEED UNDER POWER

STATE OF GEORGIA COUNTY OF FULTON

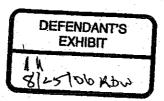
THIS INDENTURE, made this 7TH day of June, 2005, by Janet W. Williams, acting through her duly appointed agent and altorney-in-fact, Emanuel Walker, as party of the first part (hereinafter referred to as "Grantor"), and Neighborhood Investment Group, LLC, as party of the second part;

WITNESSETH:

WHEREAS, said Grantor executed and delivered to Advanta National Bank a Security Deed dated September 10, 1998, filed for record in Deed Book 25447 page 313, in the Office of the Clerk of Superior Court of Fulton County, Georgia, and last transferred to Emanuel Walker by assignment and recorded in the Office of the Clerk of Superior Court of Fulton County, Georgia Records, conveying the after-described property to secure the payment of a Note of even date therewith as described therein;

WHEREAS, default in the payment of the monthly installments under said Note occurred, and whereas by reason of said default, Emanuel Walker elected, pursuant to the terms of said Security Deed, to declare the entire principal and interest immediately due and payable; and

WHEREAS, said entire indebtedness still being in default, Emanuel Walker on behalf of said GRANTOR, and according to the terms of said Security Deed, did advertise said property for sale for four (4) consecutive weeks in the legal newspaper of said county wherein the Sheriff carries advertisements, namely the Fulton County Daily Report, said dates of publication being May 9, 2005; May 16, 2005; May 23, 2005; and, May 30, 2005; and



WHEREAS, pursuant to said advertisements, on the first Tuesday in June, 2005 (June 7, 2005), within the legal hours of sale at the usual place for conducting Sheriff's sales before the door of the Superior Court of Fulton County, Georgia, Neighborhood Investment Group, LLC made the highest and best bid and said land was therefore knocked off to Neighborhood Investment Group, LLC for a bid of Sixty Three Thousand Five Hundred Dollars (\$63,500.00); and

NOW, THEREFORE, in consideration of the premises and said sum of money and by virtue of and in the exercise of the Power of Sale contained in the aforesaid Security Deed, the GRANTOR has bargained, sold, granted, and conveyed, and by these presents does hereby bargain, sell, grant, and convey to Neighborhood Investment Group, LLC, its successors, and assigns, the following:

Being known and designated as the following described property, towit: All that certain property situated and being in Land Lot 70, 14th District, Fulton County, Georgia, being Lot I, Block F, Unit 1, Marion Builders Inv. Co. Prop. as per plat recorded in Plat Book 35, Page 40, Fulton County Records, and being more particularly described as follows:

Beginning at an iron pin at the corner formed by the intersection of the Easterly side of Polar Rock Avenue with the Southerly side of Polar Rock Place, if said street lines were extended to form an angle instead of a curve; running thence Southerly along the Easterly side of Polar Rock Avenue Sixty (60) feet to an iron pin and Lot 2, said block and subdivision; running thence Easterly along the Northerly line of said Lot 2, One Hundred Sixty (160) feet to an iron pin; running thence Northerly Sixty (60) feet to an iron pin and the Southerly side of Polar Rock Place; running thence Westerly along the Southerly side of Polar Rock Place One Hundred Sixty (160) feet to the Easterly side of Polar Rock Avenue, if extended, and the point of beginning; being improved property having a one-story brick house thereon, and being more particularly shown on survey prepared by A.S. Giometti & Assoc., Inc., dated September 22, 1972.

Less and Excepting, however, that portion of the above described property used in rounding the curve of Polar Rock Avenue and Polar Rock Place, The improvements thereon being known as 2270 Polar Rock Avenue.

Being the same lot or parcel of ground which by deed dated June 14, 1978 and recorded among the Land Records of Fulton County in Book 6991, Page 456, was granted and conveyed by and between Administrator of Veteraus' Affairs an Officer of the United States of America, unto Ronald Douglas Williams and Janet W. Williams.

Deed Book 40183 Pg 175 Juanita Hicks Clerk of Superior Court Fulton County, Georgia

This property is sold subject to any right of the United States of America to redeem said property within one hundred twenty (120) days of the above-referenced foreclosure sale date to pay Federal Tax Lien(s).

Together with all and singular the rights, members and appurtenances thereto appertaining; also, all of the estate, right, title, interest, claim or demand of the said GRANTOR, her successors and assigns, legal, equitable, or otherwise whatsoever, in and to the same.

This property is conveyed subject to: (1) any outstanding ad valorem taxes, assessments, and any unpaid utility bills which may constitute a lien against the property; and (2) any Security Deeds, liens, and encumbrances existing when the above-described Security Deed was filed for record.

TO HAVE AND TO HOLD the said premises and every part thereof unto Neighborhood Investment Group, LLC, its successors and/or assigns, to its own proper use, benefit and behoof in FEE SIMPLE, in and full and ample a manner as the said GRANTOR, her heirs, successors, and assigns, did hold and enjoy the same.

The notice of foreclosure sale as required by Georgia law in the form of a copy of the Notice of Sale Under Power submitted to the legal newspaper was provided to the debtor by certified mail, return receipt requested, as least 15 days prior to the foreclosure sale date.

IN WITNESS WHEREOF, Emanuel Walker, as Agent and Attorney-in-Fact for GRANTOR, has bereinto affixed its hand and sale, the day and year first above written.

Janet W. Williams, by and through her Altomey-in-Fact, Emanuel Walker

Acrin

Attest:

Signed, Sealed and Delivered in the presence of: __

CIMOLL

Notary Public

My Commission Expires: 3/08/08

ENDYA FARRIS, HOTANY FURIAC CLAYTON COUNTY, GEORGIA NY COMMISSION FYPINGS 10409-201

IN THE STATE COURT OF FULTON COUNTY STATE OF GEORGIA

STEVENS & COOPER, LLC and FIDELITY NATIONAL TITLE INSURANCE CO.,

Plaintiffs,

v

DONALD MORELAND and MORELAND & LERMAN, PC,

Defendants/Third-Party Plaintiffs,

v.

CHASE MANHATTAN MORTGAGE CORPORATION,

Third-Party Defendant.

STATE OF SAN DIEGO

COUNTY OF SAN DIEGO

Civil Action File No. 05 VS 088745-F

AFFIDAVIT OF THOMAS E. REARDON

Personally appeared before the undersigned officer, duly authorized to administer oaths,

Thomas E. Reardon, who having first been duly sworn, deposes and says under oath as follows:

1.

I am over eighteen (18) years of age, and am competent to testify about the facts in this Affidavit. I have personal knowledge of the facts in this Affidavit. I am giving this Affidavit for all purposes authorized by law.

2.

Currently, I am employed by Chase Home Finance LCC, successor by merger to Chase Manhattan Mortgage Corporation ("Chase") in the position of Mortgage Officer.

As part of my duties at Chase, I have access to and regularly oversee the review of the computer records in which Chase records and maintains the transaction history for numerous loans in the normal course of business, including the loan of Ms. Jennifer Williams, originally executed on October 10, 1998 (hereinafter the "Advanta Note") and secured by a security deed (the "Advanta Security Deed") describing the property located at 2270 Polar Rock Avenue, Atlanta, Fulton County, Georgia (the "Property"), and recorded at Deed Book 2544, Page 313. These records contain information which is contemporaneously input into our computer system so that we maintain an accurate record of all payments received and costs incurred in connection with this account, among other things. I have reviewed those records in detail, including the communication log for the time period from April 2004 and May 2004, and February 2005. A true and accurate copy of the communication log is attached hereto as Exhibit "A."

4.

In April 2004, Chase received a payoff for the Advanta Note from Mr. Heath Williams in the amount of \$42,754.88. The payment was made by Mr. Williams for the purpose of purchasing the Advanta Note and satisfying it. However, some confusion arose from the payment among processors and the notes indicate that some processors thought the Advanta Note was paid off.

5.

However, the confusion was resolved and attached hereto as Exhibit "B" is a true and accurate copy of a letter delivered to Heath Williams acknowledging receipt of \$42,754.88 and the transfer and assignment of the Advanta Security Deed and Advanta Note.

Based on my review of the documents, the communication log after the Advanta Note had been purchased by and transferred and assigned to Heath Williams, Chase showed the account as having a zero balance and had no further interest in the Advanta Note or the Property secured by the Advanta Note

7.

When Chase operators were contacted by persons in February inquiring about the status of the loan, operators who reviewed the account saw that it showed a zero balance and assumed the Advanta Note had been paid off.

8.

Chase sold the Advanta Note and Security Deed to Mr. Williams, Chase had no economic or pecuniary interest in any transaction involving the Advanta Note, Security Deed, or the Property described in the Advanta Security Deed. Chase received no economic pecuniary benefit from any sale of the Property after transferring the Advanta Note and Advanta Security Deed to Mr. Heath Williams.

9.

In making statements about the Advanta Note, no employee had any desire, need or motivation to intentionally mislead and did not intentionally mislead anyone concerning the status of the Advanta Note. Instead, various employees misread the account records believing that the reported zero balance on the Williams account indicated that the Advanta note and the Advanta Security Deed had been paid off rather than assigned.

FURTHER AFFIANT SAYETH NAUGHT!

CHASE HOME FINANCE LCC, successor by merger to CHASE MANHATTAN MORTGAGE

CORPORATION.

By:_

Name: Thomas E. Reardon Title: Mortgage Officer

Sworn to and subscribed before me this 12^{14} day of October, 2006.

Notary Public

My Commission Expires: 8/14/1

KELLY ULRICH
Commission # 1687813
Nolary Public - California
San Diego County
My Comm. Explain Aug 14, 2010

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing AFFIDAVIT OF THOMAS E. REARDON was served by United States First Class Mail, postage prepaid, on this 17th day of October, 2006 upon:

James L. Paul, Esq. CHAMBERLAIN, HRDLICKA, WHITE, WILLIAMS & MARTIN 191 Peachtree Street N.E. Atlanta, GA 30303-1747 David J. Reed, Esq. LAW OFFICES OF DAVID J. REED 1503 Bombay Lane Oakbrook Centre Roswell, GA 30076

ohn C. Porter, Jr

EXHIBIT A

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| Chase Home Finance COLLECTION HISTORY | Asum:N Stat.P Int 10. UPB MSG #1:14 #2:43 #3: Phone (H) 000-000-0000 | | | | 3 0/00/00 PER PI VENDOR | 8:43 0/00/00 GOOD CONDITION PER | 4/11/0 | 7 4/14/04 - BAD NUMBERS | AT 4/14/04 14:42 4/21/04 DIRECTORY ASSISTANCE CALL INITIATED ADDRESS 404.627.2750 | 4/19/04 LEFT MSG | 14:44 4/19/04 EFFECTIVE DATE | | FA 4/16/04 9:26 4/17/04 SUBMITTED FOR INTERNAL APPROVAL |
| Chase | 0 " | 7.3 a | , | | 1/04 8:43 IS OCCUPIED | | 9:52 ON CALL, | 13:57 ON CALE | .4/04 14:42 ASSISTANCE 404.627.2750 | 14:44 ON CALL, | | 9:23 UNDS IN A | 9:26 INTERNAL |
| | 10 H | Y Encered | | | 4/0 SRTY | ** 4/01/04 PROPERTY IS IN | AT 4/06/04 LOSS MITIGATION | AT 4/12/04 LOSS MITIGATION | AT 4/14/04 IRECTORY ASS ADDRESS 404. | r 4/14/04 s mittgation | VY 4/15/04 PAYOFF RECEIVED | FA 4/16/04 9:23 4/16, RCVD PAYOFF FUNDS IN AMT OF POSTING APPRVL PENDING, EMLD | 4 4/16/04 MITTED FOR |
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| COLLECTION HISTORY PROFILE . PAGE: | 0 Asum:N Stat:P Int% 10.375 Pmt 493.95 Due:10/15/03 UPB .00 P&I 493.95 TYPE 03 MSG #1:14 #2:43 #3: DEL .00 #PMTS 35 Phone (H) 000-0000 (W) 000.0000.000 CP: | Cls Code Asn By Entered Time Target Amt/Pmt Cleared Amt/Pmt record call frm heath williams req tt dave qualls, adv he was not available, transfrd to voice ml, he aware of transf | 4/29/0400 0/00/00 UALLS/ ATTY FOR THIRD PARTY CLAIMING T | 10:33 4/28/04 .00 0/00/00 | 7:01 S/03/04 00 S/03/04 E COMPLETED E bureau's to show loan paid in full. | 5/03/04 CI.SD SHE HAS A BUYER FOR THE HOME IE NDS TO DO. ADV IS NOT AN AUTH PRSN NEEDS TO CI TO DISCSS ACCI IF HE HAS | 5/14/04 .00 0/00/00 OTHER RESULTS RONALD WILLIAMS, INFORM | DQ 5/11/04 13:01 5/12/04 .00 5/12/04 LOSS MITTGATION SUPERVISOR REVIEW Ph Heath Williams. Advised we are locating the legal file. H e states the assignment info was sent with the payoff check. He to fax to my attention today. | 14:13 5/28/0400 0/00/00 file, good bye letter assignment from doc cont fwd svcing file to mary wears for assignemnt | ocated -Pd Accts searched, did not find.Deut file shipped to Pd Accts. Request for assn/a from Janie Maguire, Provided Lost Note Affid ns/allonges as follows - ANB/DBNTC, MORE BNTC, COMC to Heath W. Willliams, LLC d servicing file to Janie Maguire in interof ed Janie assns to be recorded in order label |
| 9/14/06 2:08:25 | Loan 0011518347 Inv # 240 JANET WILLIAMS 2270 POLAR ROCK AV SW ATLANTA GA 30315 | Asn By Entered recod call frm was not availa | AT AT 4/28/04 10:25 TRANSFERRED TO REP D G O HAVE BOUGHT THE NOTE | RI RI 4/28/04 DO NOT RELEASE TO RICHIE IFIÉ | 7V 7V 5/03/04 CREDIT DISPUTE Updated credit | EW EW S/03/04 7:35 ROSHANDA WILLIAMS (DAU) AND WANTS TO KNW WHAT SHON THIS LOAN, RONALD W. | AT AT 5/04/04 15:22 LOSS MITIGATION CALL, ED JANET LOST HOUSE. | DQ DQ 5/11/04 13:01 ·5/1 LOSS MITTCATION SUPERVISOR Ph Heath Williams. Advised e states the assignment inf He to fax to my attention | 11 11 5/18/04 ordered legal f rol this day . | MW MW S/20/04 legal file not 1 sche Bank'shows llonge received avit & three ass fka BTCC.NA 'D Returned docs an |
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| ÷ | 493.95 Due 493.95 TYPI .00 #PM | 0169760 0169760 | 2/24/05 494, | .00 2/25/05 ralice trevis w/dott the loan is pif advsd sh needs something to auth and request to | 3/09/05 MORELAND X IN A WR I N RQ TO DUSE IS SO TO FAX HIST | 10 3/09/05 FILE. | 3/11/05 | .00 6/13/05 pd in full ltr adv to submit a | 7 AJ 6/21/05 13:40 6/21/05 .00 6/21/05 |
| ome Finance LLC ION HISTORY PROFILE | \$ 10.375 Pmc P&1 #3: DE1 -0000 | Time Target Amt/Pmt Cleared | .00 jon GID 7844 | , hr , er , er | TT DAWN MORRLAND BORR ATTORNEY LAW OFFICE OF MORELAND AND LE RMAN STATED THE LOAN IS NT REC ADV HIM TO FAX IN A WRITTEN R O TO Names on the mortgagePROPERTY ADDR, LOAN # AND THE TITLE SEACH TO FAX: (858) 605-7506 ADV I WILL PUT IN RO TO HAVE WAYTED IN FULL LITR SENT OUT HE STATED THE HOUSE IS SOLD AND THE 858:605-7506 AND AS FOR A PAID IN FULL LITR SENT OUT HE STATED THE HOUSE IS SOLD AND THE 858:605-7506 AND ASK FOR A PAID IN FULL LITR TO LIEN RE LEASE DEPT. | .00 TO ADDR ON FI | .00 3 SALES (4-28-04) | pd i adv tle | 00. |
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| Chase Home | Asum:N UPB MSG # Phone (| Tine Tine | 13:54 2/24 n Glen Paul Mar z w/ dot title adv tat 5 dav. | 6:05 w/chase(n p/o de tive for s pif ad | B:22 ND BORR E LOAN I Che morti (858) 6 LTTR SE VGE THE | 8:22 STTER REC | 12:48 ETTER RE, PIP LTR | 12,03 or title ir - the copy of c | 13:40 |
| DATE: 9/14/06 TIME: 12:08:25 | Inv # 240 MS AV SW 30315 | BD C G Y G G A H C G G G A H C G G G G G G G G G G G G G G G G G G | DU 2/24/05 13: ••CAC•• rec'd call from Gle tt alice chavez w/ (858) 605-3388 adv | ZD 2/25/05 6:05 .2/2 frankie young w/chase(72616 title wanted an p/o demand ht it is effective for 0415 how that it was pif advad to 614.422.2501 | 3/09/05 KWN MORELA STATED TH Names on TH TO Fax: D IN FULL ED TO CHA 858:605.77 | ZL. 3/09/05 8:22 3/09/ PAID IN FULL LETTER REQUESTED PLEASE SEND A PAID IN FULL LT | 3/11/05 IN FULL L NOT SEND | HS. 6/13/05 12. Lea Heroux w/dot ti n not send a ltr - st writting w/copy to lein release | 50/12/9 |
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EXHIBIT B

CHASE ()

Chase Home Finance LLC 10790 Rancho Bernardo Road San Diego, Ca. 92127

May 24, 2004

Heath W. Williams LLC Attorney at Law 170 Mitchell St SW Atlanta, GA 30303

Re: Loan #11518347

Property Address: 2270 POLAR ROCK AV SW

ATLANTA, GA 30315-

Dear Mr. Williams:

Chase has received the amount of \$42,754.88 for this loan. Enclosed please find the original legal documents, assigning the mortgage and note to : Heath W. Williams LLC.

Please contact me for further assistance in resolving this matter.

Sincerely,

JANIE MAGUIRE LOSS RECOVERY SPECIALIST LOSS RECOVERY (800) 628-1674 ext. 3649

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This correspondence is from a debt collector.

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STATE COURT OF FULTON COUNTY STATE OF GEORGIA

| STEVENS & COOPER, LLC and |) |
|---------------------------|----------------------|
| FIDELITY NATIONAL TITLE |) |
| INSURANCE CO., |) |
| |) |
| Plaintiffs, | |
| v. |) Civil Action File |
| |) No. 05 VS 088745-F |
| DONALD MORELAND and |) |
| MORELAND & LERMAN, PC, |) |
| |) |
| Defendants/Third-Party |) |
| Plaintiffs, |) |
| |) |
| V. |) |
| |) |
| CHASE MANHATTAN MORTGAGE |) |
| CORPORATION, |) |
| |) |
| Third-Party Defendant. |) |
| | _) |

AFFIDAVIT OF DONALD D. MORELAND

BEFORE ME, an officer duly authorized to take acknowledgments and administer oaths, this day personally appeared DONALD D. MORELAND, who being over the age of eighteen (18) years and having personal knowledge of the facts contained herein, and being first duly sworn, states on oath as follows:

1.

My name is Donald D. Moreland. I am over 21 years of age, and I am competent to make this Affidavit. This Affidavit is based on my personal

knowledge. I make this Affidavit in support of "Defendants' Motion for Summary Judgment against Plaintiffs Stevens & Cooper, LLC and Fidelity National Title Insurance Co.", and for all other purposes authorized by law.

2.

In early March 2005, I spoke on the telephone with Charles R. Burditt, Jr. ("Burditt"), a partner in the law firm Stevens & Cooper, LLC ("Plaintiff Stevens & Cooper"), Plaintiff in the above-styled action.

3.

During our conversation, Burditt said that he was a real-estate attorney and that he was facilitating the closing of the sale of an improved residential lot located at 2270 Polar Rock Avenue, Atlanta, Georgia 30315 (the "Polar Rock Property").

4.

I had facilitated a prior closing of the Polar Rock Property in February 2005.

5.

Burditt said that he had called because his title search found evidence of an exception to clear title on the Polar Rock Property. The exception in question was an outstanding deed to secure debt (the "Security Deed"), dated September 10, 1998, recorded at page 313 of Fulton County Deed Book 25447, and originally held by Advanta National Bank.

Burditt asked whether I had facilitated a prior sale of the Polar Rock

Property, and if so, what steps had I taken to certify title on the Polar Rock

Property, given the existence of the Security Deed.

7.

I told Burditt that I had certified marketable title and closed a prior sale based on the statement of a representative of Third-Party Defendant Chase Manhattan Mortgage Corporation ("Third-Party Defendant Chase"), who said that the note underlying the Security Deed had been paid off and that the Security Deed would be cancelled. Further, I told Burditt that, when I requested a cancellation notice, the Chase representative said that a formal cancellation notice could be issued in 90 to 120 days if I would mail Chase a written request.

8.

Burditt did not ask me to represent based on my personal knowledge that the Security Deed was or would be cancelled, and I never told Burditt that I had any personal knowledge about the actual status of the Security Deed other than what I had been told by the Chase representative.

[Signature on following page]

FURTHER AFFIANT SAYETH NOT, this May of January, 2007.

DONALD N. MORELAND

Sworn to before me this day of January, 2007

Notary Public

[seal]

241796.1

CERTIFICATE OF SERVICE

This is to certify that the undersigned has this date served a true and correct copy of the within and foregoing "Notice of Filing of Appendix to Defendants' Statement of Undisputed Material Facts and Theories of Recovery in Support of Defendants' Motion for Summary Judgment against Plaintiffs Stevens & Cooper, LLC and Fidelity National Title Insurance Co.", upon the following parties by manner of service as indicated below, in properly addressed envelopes, addressed as follows:

John C. Porter, Jr.
Gard Smiley Bishop & Porter, LLP
1050 Crown Pointe Parkway, Suite 1250
Atlanta, Georgia 30338
Via Certified Mail, RRR #70032260000558393470

David J. Reed Law Offices of David J. Reed 1503 Bombay Lane Oakbrook Centre Roswell, Georgia 30076 Via Certified Mail, RRR #70032260000558393463

Dated this _\(\frac{7}{\psi}\) day of January, 2007.

JAMES L. PAUL

Georgia State Bar No. 567600

F. BEAU HOWARD

Georgia State Bar No. 142641

Counsel for Defendants/Third-Party Plaintiffs Donald Moreland and Moreland & Lerman, PC

Chamberlain, Hrdlicka, White, Williams & Martin 191 Peachtree Street, N.E. – Thirty-Fourth Floor Atlanta, Georgia 30303 (404) 659-1410 (404) 659-1852 (Facsimile)