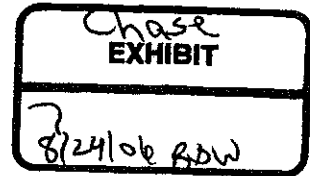


C

*** TX REPORT

TRANSMISSION OK

TX/RX NO 0102
RECIPIENT ADDRESS 7703920367
DESTINATION ID
ST. TIME 03/08 11:27
TIME USE 05'57
PAGES SENT 10
RESULT OK



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 Bardett FROM: Don Moreland
COMPANY: DATE:
FAX NUMBER: 770-392-0367 TOTAL NO. OF PAGES INCLUDING COVER:
PHONE NUMBER: SENDER'S REFERENCE NUMBER:
RE: Polar Rock Ave. YOUR REFERENCE NUMBER:

☐ URGENT ☐ FOR REVIEW ☐ PLEASE COMMENT ☐ PLEASE REPLY ☐ PLEASE RECYCLE

NOTES/COMMENTS:

- ① Please see Letters of Administration w/ Administrator Deed & w/D
- ② S/D in favor of Atlanta National Bank (25447/513) \$45,000.00 is paid off. They are to have it cancelled and send us confirmation but have not done so yet. Takes 90-120 days
- ③ We were only showing one DSD open. Please provide me w/ more information & ~~XXXX~~ I will look at my title notes.

THE INFORMATION IN THIS FACSIMILE MESSAGE IS LEGALLY PRIVILEGED 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 RECEIVED THIS FACSIMILE IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY PHONE AND RETURN THE ORIGINAL MESSAGE.

DM/MLPC - 00055

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 Bardoff	FROM:	Don Moreland
COMPANY:		DATE:	
FAX NUMBER:	770-392-0367	TOTAL NO. OF PAGES INCLUDING COVER:	
PHONE NUMBER:		SENDER'S REFERENCE NUMBER:	
RE:	Polar Rock Ave.	YOUR REFERENCE NUMBER:	

☐ URGENT ☐ FOR REVIEW ☐ PLEASE COMMENT ☐ PLEASE REPLY ☐ PLEASE RECYCLE

NOTES/COMMENTS:

- ① Please see Letters of Administration w/ Administrator Deed & w/D
- ② S/D in favor of Aventa Nation Bank (25447/313) \$45,000.00 is paid off. They are to have it cancelled and send US confirmation but have not done so yet. Takes 90-120 days
- ③ We were only showing one DSD open. Please provide me w/ more information & ~~XXXX~~ I will look at my file notes.

DM / MLPC - 00056

Deed Book 37769 Pg. 92
 Filed and Recorded Jun-11-2004 10:23am
 2004-0178629
 Real Estate Transfer Tax \$0.00
 Georgia Intangible Tax Paid \$0.00
 Juanita Hicks
 Clerk of Superior Court
 Fulton County, Georgia

Chase Manhattan Mortgage Corporation
 10750 Rancho Bernardo Road
 San Diego, CA 92127

Loan No.: 11518347

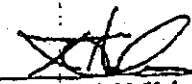
LOST NOTE AFFIDAVIT

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

1. 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;
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 Pg 93
 Juanita Hicks
 Clerk of Superior Court
 Fulton County, Georgia

\$5

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 he/she/they executed the same in his/her/their authorized capacity, 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.

James O. Quinn, Notary Public

Commission Number: 1306128

My commission expires: 5/27/05

Prepared By: M. Wears



FOOTNOTES

Police No. 90147764

File No. 90219

BEING KNOWN AND DESIGNATED AS the following described property, to-wit: All that certain property situated and being in Land Lot 76, 14th District, Fulton County, Georgia, being Lot 1, Block F, Unit 2, Marine Builders Int. Co. Prop., as per plat recorded in Plat Book 18, page 60, Fulton County Records, and being more particularly described as follows:

- the intersection of the westerly side of

DM / MLPC - 00058

D

U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT SETTLEMENT STATEMENT	B. TYPE OF LOAN:				
	1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> FmHA	3. <input type="checkbox"/> CONV. UNINS.	4. <input type="checkbox"/> VA	5. <input type="checkbox"/> CONV. INS.
	6. FILE NUMBER: C05-319			7. LOAN NUMBER:	
	8. MORTGAGE INS CASE NUMBER:				

NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "[POC]" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

1.0 3/98 (C05-319 PFD/C05-319/18)

D. NAME AND ADDRESS OF BORROWER: New Hope Realty Investments, Inc. 1750 Old Spring House Lane Atlanta, GA 30338	E. NAME AND ADDRESS OF SELLER: Roshanda Deniece Williams	F. NAME AND ADDRESS OF LENDER: (Empty)
G. PROPERTY LOCATION: 2270 Polar Rock Ave. SW Atlanta, GA 30315 Fulton County, Georgia	H. SETTLEMENT AGENT: 58-2656490 Moreland & Lerman, PC PLACE OF SETTLEMENT 1995 North Park Place, Suite 100 Atlanta, GA 30339	I. SETTLEMENT DATE: February 28, 2005

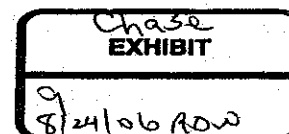
J. SUMMARY OF BORROWER'S TRANSACTION	
100. GROSS AMOUNT DUE FROM BORROWER:	
101. Contract Sales Price	25,000.00
102. Personal Property	
103. Settlement Charges to Borrower (Line 1400)	1,375.00
104.	
105.	
<i>Adjustments For Items Paid By Seller in advance</i>	
106. City/Town Taxes to	
107. County Taxes to	
108. Assessments to	
109.	
110.	
111.	
112.	
120. GROSS AMOUNT DUE FROM BORROWER	26,375.00
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:	
201. Deposit or earnest money	100.00
202. Principal Amount of New Loan(s)	
203. Existing loan(s) taken subject to	
204.	
205.	
206.	
207.	
208. Repairs Credit	500.00
209.	
<i>Adjustments For Items Unpaid By Seller</i>	
210. City/Town Taxes 01/01/05 to 03/01/05	38.96
211. County Taxes 01/01/05 to 03/01/05	14.77
212. Assessments to	
213.	
214.	
215.	
216.	
217.	
218.	
219.	
220. TOTAL PAID BY/FOR BORROWER	653.73
300. CASH AT SETTLEMENT FROM/TO BORROWER:	
301. Gross Amount Due From Borrower (Line 120)	26,375.00
302. Less Amount Paid By/FOR Borrower (Line 220)	(653.73)
303. CASH (X FROM) (TO) BORROWER	25,721.27

K. SUMMARY OF SELLER'S TRANSACTION	
400. GROSS AMOUNT DUE TO SELLER:	
401. Contract Sales Price	25,000.00
402. Personal Property	
403.	
404.	
405.	
<i>Adjustments For Items Paid By Seller in advance</i>	
406. City/Town Taxes to	
407. County Taxes to	
408. Assessments to	
409.	
410.	
411.	
412.	
420. GROSS AMOUNT DUE TO SELLER	25,000.00
500. REDUCTIONS IN AMOUNT DUE TO SELLER:	
501. Excess Deposit (See instructions)	
502. Settlement Charges to Seller (Line 1400)	25.00
503. Existing loan(s) taken subject to	
504. Payoff of first Mortgage	
505. Payoff of second Mortgage	
506. Deposit retained by seller	100.00
507. Sanitation 2003 and 2004 to Fulton County, Georgia	1,087.32
508. Repairs Credit	500.00
509.	
<i>Adjustments For Items Unpaid By Seller</i>	
510. City/Town Taxes 01/01/05 to 03/01/05	38.96
511. County Taxes 01/01/05 to 03/01/05	14.77
512. Assessments to	
513.	
514.	
515.	
516.	
517.	
518. 2003 City of Atlanta Taxes Due to City of Atlanta	538.70
519.	
520. TOTAL REDUCTION AMOUNT DUE SELLER	2,304.75
600. CASH AT SETTLEMENT TO/FROM SELLER:	
601. Gross Amount Due To Seller (Line 420)	25,000.00
602. Less Reductions Due Seller (Line 520)	(2,304.75)
603. CASH (X TO) (FROM) SELLER	22,695.25

The undersigned hereby acknowledge receipt of a completed copy of pages 1&2 of this statement & any attachments referred to herein.

Borrower New Hope Realty Investments, Inc.
 BY: Roshanda Deniece Williams
 President

Seller Roshanda Deniece Williams
 Roshanda Deniece Williams



L. SETTLEMENT CHARGES

700. TOTAL COMMISSION Based on Price				\$	@	%	PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
Division of Commission (line 700) as Follows:								
701. \$	to							
702. \$	to							
703. Commission Paid at Settlement								
704.	to							
800. ITEMS PAYABLE IN CONNECTION WITH LOAN								
801. Loan Origination Fee	%	to						
802. Loan Discount	%	to						
803. Appraisal Fee		to						
804. Credit Report		to						
805. Marketing Fee		to Homevestors of America, Inc.				125.00		
806. Transaction Fee		to Homevestors of America, Inc.				775.00		
807. Flood Cert Fee		to						
808. Processing Fee								
809. GA Res. Fee								
810. Underwriting Fee								
811. Doc Prep Fee								
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE								
901. Interest From	to	@ \$	/day	(days	%)		
902. MIP Totlins. for LifeOfLoan	for	months to						
903. Hazard Insurance Premium for	1.0 years to							
904.								
905.								
1000. RESERVES DEPOSITED WITH LENDER								
1001. Hazard Insurance	months @ \$		per month					
1002. Mortgage Insurance	months @ \$		per month					
1003. City/Town Taxes	months @ \$		per month					
1004. County Taxes	months @ \$		per month					
1005. Assessments	months @ \$		per month					
1006.	months @ \$		per month					
1007.	months @ \$		per month					
1008. Aggregate Escrow Adjustment	months @ \$		per month					
1100. TITLE CHARGES								
1101. Settlement or Closing Fee	to							
1102. Abstract or Title Search	to							
1103. Title Examination	to DOT Title, LLC					150.00		
1104. Title Insurance Binder	to							
1105. Document Preparation	to							
1106. Commitment Fee	to							
1107. Attorney's Fees	to Moreland & Geheren, PC					200.00		
(includes above item numbers:)								
1108. Title Insurance	to Stewart Title Guaranty Company					50.00		
(includes above item numbers:)								
1109. Lender's Coverage	\$							
1110. Owner's Coverage	\$	25,000.00			50.00			
1111.								
1112.								
1113.								
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES								
1201. Recording Fees: Deed \$		Mortgage \$			Releases \$			
1202. City/County Tax/Stamp:		25.00		Mortgage				25.00
1203. State Tax/Stamp:				Mortgage				
1204. Recording / Handling Fee	to Clerk of Court					45.00		
1205.	Georgia County County							
1300. ADDITIONAL SETTLEMENT CHARGES								
1301. Survey	to							
1302. Pest Inspection	to							
1303.								
1304. Courier Fee								
1305. Fed Ex/Post Closing Fee	to Moreland & Lerman, PC					30.00		
1400. TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)							1,375.00	25.00

By signing page 1 of this statement, the signatories acknowledge receipt of a completed copy of page 2 of this two page statement.



Moreland & Lerman, PC
Settlement Agent

Certified to be a true copy.

DM / MLPC - 00093

3

MORELAND & LERMAN, PC
ATTORNEYS AT LAW

1995 North Park Place, Suite 100
Atlanta, Georgia 30339

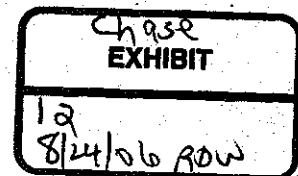
telephone: 678-631-2323
facsimile: 770-951-2915

FACSIMILE TRANSMITTAL SHEET

TO:	Charles Burditt	FROM:	Don Moreland
COMPANY:		DATE:	8-9-05
FAX NUMBER:	770-392-0347	TOTAL NO. OF PAGES INCLUDING COVER:	5
PHONE NUMBER:	770-393-8900	SENDER'S REFERENCE NUMBER:	605-319
RE:	New Hope Realty, Inc.	YOUR REFERENCE NUMBER:	

☐ URGENT ☐ FOR REVIEW ☐ PLEASE COMMENT ☐ PLEASE REPLY ☐ PLEASE RECYCLE

NOTES/COMMENTS:



DM / MLPC - 00086

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Stewart Title Guaranty Company

Commitment Number: C05-319

SCHEDULE A

1. Commitment Date: January 30, 2205 at 08:30 AM
2. Policy (or Policies) to be issued: Policy Amount
 - (a) Owner's Policy (ALTA Own. Policy (10/17/92)) \$ 25,000.00
Proposed Insured:
New Hope Realty Investments, Inc.
 - (b) Loan Policy (ALTA Loan Policy (10/17/92))
Proposed Insured:
 - (c) ()
Proposed Insured:
3. Fee Simple interest in the land described in this Commitment 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

MORELAND & LERMAN, PC

By: 

MORELAND & LERMAN, PC

Stewart Title Guaranty Company

Commitment Number: C05-319

SCHEDULE B - SECTION I
REQUIREMENTS

The following requirements must be met: *Assigned to Chase; Paid off 4-15-04; Request for release sent 2/28/05.*

- a. Payment and Satisfaction of Security Deed in favor of ADVANTA NATIONAL BANK, dated September 10, 1998 as recorded in Deed Book 25447, Page 313, Fulton County, Georgia records, in the principal amount of \$45,000.00 *90-1 day turn around*
- 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) Administators Deed from Roshanda Deniece Williams, as Administrator of the estate of Janet W. Williams, 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)
- PAID @ closing*
Payment, Satisfaction and Cancellation of FI FA in favor of City of Atlanta, dated February 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.
- PAID PRIOR TO CLOSING*
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.

Stewart Title Guaranty Company

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, liens, 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.
- h. All assessments and taxes due in 2005, and thereafter.

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 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 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 VETERANS' AFFAIRS, AN OFFICER OF THE UNITED STATES OF AMERICA, UNTO RONALD DOUGLAS WILLIAMS AND JANET W. WILLIAMS.

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
EQM

Order #: 05-539
 Vendor: Traditional Title Services, Inc
 Fee: \$100.00
 Type of Search: Full
 Special Notes:

Search Date: 3/2/2005
 Effective Date: 1/14/2005
 # of Mortgages: 2
 # of Judgments: 3

Owners Name: Janet W. Williams
 Property Address: 2270 Polar Rock Avenue
 City: Atlanta

Owner Information

State: Georgia Zip: 30315 County: Fulton

Grantor: Ronald Williams aka Ronald Douglas Williams
 Grantee: Janet W. Williams
 Deed Book: 25447
 Dated: 9/10/1998
 Consideration: \$65,000.00

Deed Information

Transfer Tax: \$65.00

Page: 310
 Recorded: 10/1/1998
 Fee Simple: Quitclaim
☐ TIC ☐ JTWS

Metes & Bounds: ☒ Land Lot: 70
 Subdivision: Marion Builders Inv. Co. Prop.
 Plat Book: 35
 Condo: Yes ☐ No ☒
 Book:

Legal Description

District: 14th Lot: 1
 Section: Block: F Unit: 1 Phase:
 Page: 40
 PUD: Yes ☐ No ☒
 Protective Covenants: Yes ☐ No ☒
 Recorded:

Tax ID #: 14-0070-0008-020-6
 Tax Type: County
 Tax Year: 2004
 Amount: \$91.39
 Status: paid on 1/11/04 (Exempt \$268.87)

Tax Type: City
 Tax Year: 2004
 Amount: \$241.03
 Status: paid on 12/15/04 (Exempt \$681.26)

Assessment Information

Land: \$6,840.00 Building: \$22,360.00 Total: \$29,200.00 Fair Market Value: \$73,000.00
 Prior years paid Sanitation Fees Due: \$568.70 for 2003, \$518.62 for 2004

Mortgage Information

Mortgage: Advanta National Bank
 Mortgagor: Janet W. Williams
 Amount: \$45,000.00
 Dated: 9/10/1998
 Deed Book: 25447
 Open Ended: Yes ☐ No ☒
 Assigned To: Emanuel Walker
 Dated: 5/20/2004
 Deed Book: 37769
 Affidavit @ Book 37769, Page 92.

Revolving Credit Line: Yes ☐ No ☒
 Recorded: 10/1/1998
 Page: 313

Recorded: 6/11/2004
 Page: 101

Mortgage: Associates Financial Services of America, Inc
 Mortgagor: Ronald Douglas Williams and Janet W. Williams
 Amount: \$2,268.00
 Dated: 9/29/1978
 Deed Book: 7071

Revolving Credit Line: Yes ☐ No ☒
 Recorded: 10/5/1978
 Page: 356

Open Ended: Yes ☐ No ☒
 Assigned To:
 Dated:
 Deed Book:

Recorded:
 Page:

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

CHASE
 EXHIBIT

14
 8/24/06 ROW

G

A. SETTLEMENT STATEMENT

U.S. Department of Housing
and Urban Development

OMB No. 2502-0265

B. Type of Loan			
1. FHA	2. FIMA	3. Conv. Trans.	4. File Number
5. VA	6. Other		7. Loan Number
8. Mortgage Insurance Code Number			
05-539			
C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked (P.O.C.) were paid outside the closing; they are shown here for information purposes and are not included in the totals.			
D. Name and Address of Borrower 2270 POLAR ROCK TRUST HIRE CHERWENKA, TRUSTEE 825 Golf View Court Dacula, GA 30019		E. Name and Address of Seller NEW HOPE REALTY INVESTMENTS, INC. 7425 Brandanshire Road Atlanta, GA 30350	
F. Name and Address of Lender			
G. Property Location 2270 POLAR ROCK AVENUE ATLANTA, GEORGIA 30315 Fulton County 11. 70/14th District		H. Settlement Agent STEVENS & COOPER, LLC Place of Settlement 400 PERIMETER CENTER TERR. #270 ATLANTA, GEORGIA 30146	
		I. Settlement Date 03/09/01	
J. SUMMARY OF BORROWER'S TRANSACTION:			
K. SUMMARY OF SELLER'S TRANSACTION:			
101. Gross Amount Due From Borrower		401. Gross Amount Due To Seller	
101. Contract sales price		401. Contract sales price	
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)		403.	
104. Referral Fee/Bropleh		404.	
105.		405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106. City/town taxes		406. City/town taxes	
107. County taxes		407. County taxes	
108. Assessments		408. Assessments	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. GROSS AMOUNT DUE FROM BORROWER		420. GROSS AMOUNT DUE TO SELLER	
200. Amounts Paid By or In Behalf of Borrower		500. Reductions In Amount Due To Seller	
201. Deposit or earnest money		501. Excess Deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506. Past Due Sanitary #63840571	
207.		507. Past Due Water #55060319	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210. City/town taxes		510. City/town taxes	
211. County taxes		511. County taxes	
212. Assessments		512. Assessments	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
320. TOTAL PAID BY/FOR BORROWER		520. TOTAL REDUCTION AMOUNT DUE SELLER	
300. Cash At Settlement From or To Borrower		600. Cash At Settlement To or From Seller	
301. Gross amount due from borrower (line 120)		601. Gross amount due to seller (line 420)	
302. Less amounts paid by/for borrower (line 220)		602. Less reduction amount due seller (line 520)	
303. CASH FROM BORROWER		603. CASH TO SELLER	

DISBURSE FORM 1099 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 form is required and the IRS determines that it has not been reported. The Contract Sales Price described on Line 401 above constitutes the Gross Proceeds of the transaction.

SELLER INSTRUCTIONS: If this real estate was your principal residence, file Form 2119, 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 6252 or the Schedule D (Form 1040).

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 civil or criminal penalties imposed by law. Under penalty of perjury, I certify that the number shown on this statement is my correct taxpayer identification number.

T01

SELLER SIGNATURE

A. SETTLEMENT STATEMENT

U.S. Department of Housing
and Urban Development

OMB No. 2502-0265

B. Type of Loan				8. Mortgage Insurance Case Number	
1. FHA	2. FmHA	3. Conv. Unins.	6. File Number	7. Loan Number	
4. VA	5. Conv. Ins.		05-539		
C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked (P.O.C.) were paid outside the closing; they are shown here for information purposes and are not included in the totals.					
D. Name and Address of Borrower		E. Name and Address of Seller		F. Name and Address of Lender	
2270 POLAR ROCK TRUST MIKE CHERMENKA, TRUSTEE 825 Golf View Court Dacula, GA 30019		NEW HOPE REALTY INVESTMENTS, INC. 7425 Brandonshire Road Atlanta, GA 30350			
G. Property Location			H. Settlement Agent		
2270 POLAR ROCK AVENUE ATLANTA, GEORGIA 30315 Fulton County LL 70/14th District			STEVENS & COOPER, LLC		
			I. Settlement Date		
			03/09/05		
J. SUMMARY OF BORROWER'S TRANSACTION:			K. SUMMARY OF SELLER'S TRANSACTION:		
100. Gross Amount Due From Borrower			400. Gross Amount Due To Seller		
101. Contract sales price 39,900.00			401. Contract sales price 39,900.00		
102. Personal property			402. Personal property		
103. Settlement charges to borrower (line 1400) 695.00			403.		
104. Referral Fee/Bropleh 3,000.00			404.		
105.			405.		
Adjustments for items paid by seller in advance			Adjustments for items paid by seller in advance		
106. City/town taxes to			406. City/town taxes to		
107. County taxes to			407. County taxes to		
108. Assessments to			408. Assessments to		
109.			409.		
110.			410.		
111.			411.		
112.			412.		
120. GROSS AMOUNT DUE FROM BORROWER 43,595.00			420. GROSS AMOUNT DUE TO SELLER 39,900.00		
200. Amounts Paid By or In Behalf of Borrower			500. Reductions In 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 seller (line 1400) 39.90		
203. Existing loan(s) taken subject to			503. Existing loan(s) taken subject to		
204.			504. Payoff of first mortgage loan		
205.			505. Payoff of second mortgage loan		
206.			506. Past Due Sanitary #63840571 379.39		
207.			507. Past Due Water #55060319 228.12		
208.			508.		
209.			509.		
Adjustments for items unpaid by seller			Adjustments for items unpaid by seller		
210. City/town taxes 01/01 to 03/09 41.70			510. City/town taxes 01/01 to 03/09 41.70		
211. County taxes 01/01 to 03/09 17.03			511. County taxes 01/01 to 03/09 17.03		
212. Assessments 01/01 to 03/09 107.61			512. Assessments 01/01 to 03/09 107.61		
213.			513.		
214.			514.		
215.			515.		
216.			516.		
217.			517.		
218.			518.		
219.			519.		
220. TOTAL PAID BY/FOR BORROWER 1,666.34			520. TOTAL REDUCTION AMOUNT DUE SELLER 2,313.75		
300. Cash At Settlement From or To Borrower			600. Cash At Settlement To or From Seller		
301. Gross amount due from borrower (line 120) 43,595.00			601. Gross amount due to seller (line 420) 39,900.00		
302. Less amounts paid by/for borrower (line 220) 1,666.34			602. Less reduction amount due seller (line 520) 2,313.75		
303. CASH FROM BORROWER 41,928.66			603. CASH TO SELLER 37,586.25		

SUBSTITUTE FORM 1099 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 reported. The Contract Sales Price described on Line 401 above constitutes the Gross Proceeds of this transaction.

SELLER INSTRUCTIONS: If this real estate was your principal residence, file Form 2119, 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 6252 and/or Schedule D (Form 1040).

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 civil or criminal penalties imposed by law. Under penalties of perjury, I certify that the number shown on this statement is my correct taxpayer identification number.

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SELLER SIGNATURE: Michael J. Stevens

L. SETTLEMENT CHARGES:		FILE #: 05-539	PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700. TOTAL SALES/BROKER'S COMMISSION based on price \$				
Division of commission (line 700) as follows:				
701. \$	In			
702. \$	to			
703. Commission paid at Settlement				
704.				
800. ITEMS PAYABLE IN CONNECTION WITH LOAN			P.O.C.	
801. Loan Origination Fee	%			
802. Loan Discount	%			
803. Appraisal Fee	to			
804. Credit Report	to			
805. Lender's Inspection Fee	to			
806. Mig. Ins. Application Fee	to			
807. Assumption Fee	to			
808.				
809.				
810.				
811.				
812.				
813.				
814.				
815.				
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE				
901. Interest from	to	@ \$ /day Days		
902. Mortgage Insurance Premium for	to			
903. Hazard Insurance Premium for	yrs to			
904.				
905.				
1000. RESERVES DEPOSITED WITH LENDER FOR				
1001. Hazard Insurance	mo. @ \$	/mo.		
1002. Mortgage Insurance	mo. @ \$	/mo.		
1003. City property taxes	mo. @ \$	/mo.		
1004. County property taxes	mo. @ \$	/mo.		
1005. Annual Assessments	mo. @ \$	/mo.		
1006.	mo. @ \$	/mo.		
1007.	mo. @ \$	/mo.		
1008.				
1100. TITLE CHARGES				
1101. Settlement or closing fee	to			
1102. Abstract or title search	to			
1103. Title examination	to	TRADITIONAL TITLE/S&C	150.00	
1104. Title insurance binder	to			
1105. Document preparation	to			
1106. Notary fees	to			
1107. Attorney's fees	to	STEVENS & COOPER, LLC	400.00	
(includes above items No.)				
1108. Title insurance	to	S&C AGENT OF FIDELITY NATIONAL	100.00	
(includes above items No.)				
1109. Lender's coverage \$				
1110. Owner's coverage \$	39,900.00	---- 100.00		
1111.				
1112.				
1113.				
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES				
1201. Recording fees	Deed \$	Mortgage \$	Releases \$	
1202. City/county/stamps	Deed \$	Mortgage \$		
1203. State tax/stamps	Deed \$	39.90	Mortgage \$	39.90
1204. TO RECORD DEEDS PD TO S&C			45.00	
1205.				
1300. ADDITIONAL SETTLEMENT CHARGES				
1301. Survey	to			
1302. Pest inspection	to			
1303.				
1304.				
1305.				
1306.				
1307.				
1308.				
1400. TOTAL SETTLEMENT CHARGES (enter on lines 103 and 502, Sections J and K)			695.00	39.90

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

2276 ACQUA TRUST

Buyer/Borrower

NEW HOPE REALTY INVESTMENTS, INC.

Seller

MIKE GIBB MEMPHIS TRUSTEE

Buyer/Borrower

Seller

The HUD-1 Settlement Statement which I have just received is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

STEVENS & COOPER, LLC

Settlement Agent

3-9-05

Date

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine or imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

ACKNOWLEDGEMENT AND RECEIPT OF SETTLEMENT STATEMENT

LENDER:

DATE: 03/09/05

PURCHASER/BORROWER: 2270 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 Statement, 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 proration of taxes and assessments was made based on estimated amounts prior to receipt of current actual bills, Purchaser and 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 and 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 past 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 Seller 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 filed 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 filings are the sole responsibility of Purchaser. Seller warrants that all required tax returns and applicable exemption applications have been filed for the current tax year. Seller further agrees to reimburse Purchaser for any penalties caused by Seller's failure to file a proper and timely tax return.

Be advised 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 hereof; the terms and conditions contained therein shall survive the closing and shall not merge upon delivery of the Warranty Deed.

BORROWER'S MONTHLY PAYMENT:

FIRST PAYMENT DUE:

Principal and Interest	\$	0	, 20
Hazard Insurance		0	
State and County Taxes		0	
City Taxes		0	
FHA MIP or PMI		0	
Other		0	

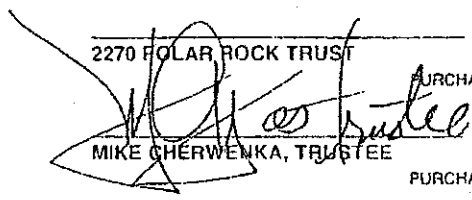
Payments made to:

TOTAL: \$ 0.00


NEW HOPE REALTY INVESTMENTS, INC.
SELLER

SELLER

SELLER

2270 POLAR ROCK TRUST

MIKE CHERWENKA, TRUSTEE
PURCHASER/BORROWER
SELLER
PURCHASER/BORROWER

STEVENS & COOPER, LLC

BY: 
Settlement Agent

H

**LIMITED
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 00/100 (\$10.00) Dollars and other good and valuable considerations in hand paid 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 these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee,

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

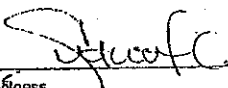
TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

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.

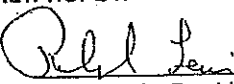
IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal this day and year first above written.

Signed, sealed and delivered in the presence of:

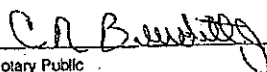
NEW HOPE REALTY INVESTMENTS, INC.



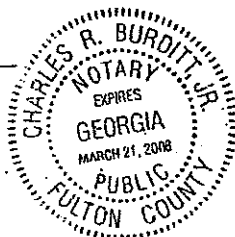
Witness



Ralph Lewis President (Seal)



Notary Public



(Seal)

(Seal)

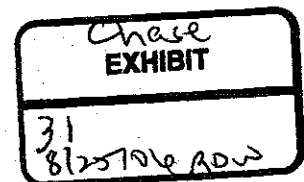
Chase
EXHIBIT

30
8/25/06 RDW

PT-61 (Rev. 11/64)

SECTION A - SELLER'S INFORMATION (Do not use agent's information)				SECTION C - TAX COMPUTATION	
SELLER'S BUSINESS / ORGANIZATION / OTHER NAME NEW HOPE REALTY INVESTMENTS, INC.				Exempt Code If no exempt code enter NONE	NONE
MAILING ADDRESS (STREET & NUMBER) 7425 BRANDONSHIRE ROAD				1. Actual Value of consideration received by seller Complete Line 1A if actual value unknown	\$39,900.00
CITY, STATE / PROVINCE / REGION, ZIP CODE, COUNTRY ATLANTA, GA 30350 USA		DATE OF SALE 3/9/2005		1A. Estimated fair market value of Real and Personal property	\$0.00
SECTION B - BUYER'S INFORMATION (Do not use agent's information)				2. Fair market value of Personal Property only	\$0.00
BUYER'S BUSINESS / ORGANIZATION / OTHER NAME 2270 POLAR ROCK TRUST, MIKE CHERWENKA, TRUSTEE				3. Amount of liens and encumbrances not removed by transfer	\$0.00
MAILING ADDRESS (Must use buyer's address for tax billing & notice purposes) 825 GOLF VIEW COURT				4. Net Taxable Value (Line 1 or 1A less Lines 2 and 3)	\$39,900.00
CITY, STATE / PROVINCE / REGION, ZIP CODE, COUNTRY Dacula, GA 30019 USA		Check Buyer's Intended Use (X) Residential () Commercial () Agricultural () Industrial		5. TAX DUE at .10 per \$100 or fraction thereof (Minimum \$1.00)	\$39.90
SECTION D - PROPERTY INFORMATION (Location of Property (Street, Route, Hwy, etc))					
HOUSE NUMBER & EXTENSION (ex 265A) 2270		PRE-DIRECTION, STREET NAME AND TYPE, POST DIRECTION POLAR ROCK Avenue			SUITE NUMBER
COUNTY FULTON		CITY (IF APPLICABLE) ATLANTA		MAP & PARCEL NUMBER 14-0070-0008-020-6	ACCOUNT NUMBER
TAX DISTRICT	GWD	LAND DISTRICT 14	ACRES	LAND LOT 70	SUB LOT & BLOCK LOT 1, BLOCK F
SECTION E - RECORDING INFORMATION (Official Use Only)					
DATE	DEED BOOK	DEED PAGE	PLAT BOOK	PLAT PAGE	

ADDITIONAL BUYERS
None



2

Chase
EXHIBIT
32
8/25/06 ROW

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.

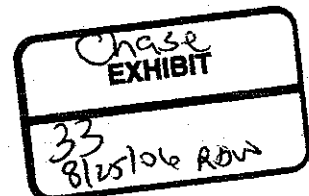
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PT-61 (Rev. 11/04)

SECTION A - SELLER'S INFORMATION (Do not use agent's information)				SECTION C - TAX COMPUTATION	
SELLER'S BUSINESS / ORGANIZATION / OTHER NAME 2270 POLAR ROCK TRUST, MIKE CHERWENKA, AS TRUSTEE				Exempt Code If no exempt code enter NONE	NONE
MAILING ADDRESS (STREET & NUMBER) 825 GOLF VIEW COURT				1. Actual Value of consideration received by seller Complete Line 1A if actual value unknown	\$64,000.00
CITY, STATE / PROVINCE / REGION, ZIP CODE, COUNTRY Dacula, GA 30019 USA		DATE OF SALE 3/9/2005		1A. Estimated fair market value of Real and Personal property	\$0.00
SECTION B - BUYER'S INFORMATION (Do not use agent's information)				2. Fair market value of Personal Property only	\$0.00
BUYER'S BUSINESS / ORGANIZATION / OTHER NAME ATLAS REALTY, INC.				3. Amount of liens and encumbrances not removed by transfer	\$0.00
MAILING ADDRESS (Must use buyer's address for tax billing & notice purposes) 727 DEAN ROAD				4. Net Taxable Value (Line 1 or 1A less Lines 2 and 3)	\$64,000.00
CITY, STATE / PROVINCE / REGION, ZIP CODE, COUNTRY SUNANEE, GA 30024 USA		Check Buyers Intended Use (X) Residential () Commercial () Agricultural () Industrial		5. TAX DUE at .10 per \$100 or fraction thereof (Minimum \$1.00)	\$64.00
SECTION D - PROPERTY INFORMATION (Location of Property (Street, Route, Hwy, etc))					
HOUSE NUMBER & EXTENSION (ex 265A) 2270		PRE-DIRECTION, STREET NAME AND TYPE, POST DIRECTION POLAR ROCK Avenue			SUITE NUMBER
COUNTY FULTON		CITY (IF APPLICABLE) ATLANTA		MAP & PARCEL NUMBER 14-0070-0008-020-6	ACCOUNT NUMBER
TAX DISTRICT	GMD	LAND DISTRICT 14	ACRES	LAND LOT 70	SUB LOT & BLOCK LOT 1, BLOCK F
SECTION E - RECORDING INFORMATION (Official Use Only)					
DATE	DEED BOOK	DEED PAGE	PLAT BOOK	PLAT PAGE	

ADDITIONAL BUYERS

None



7



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 corporation, 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 Conditions 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
Stevens & Cooper, LLC
400 Perimeter Center, Suite 270
Atlanta, GA 30346-1024

Fidelity National Title Insurance Company



ATTEST

John C. [Signature]

President

John C. [Signature]

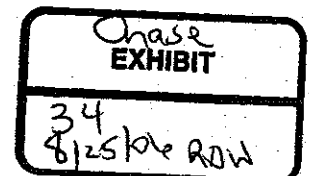
Secretary

Countersigned:

Eddie [Signature]
Authorized Signature

FORM 1312 (05/04)

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



EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the Insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the Insured claimant and not disclosed in writing to the Company by the Insured claimant prior to the date the Insured claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the Insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim which arises out of the transaction vesting in the Insured the estate or interest by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (a) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (b) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (i) to timely record the instrument of transfer; or
 - (ii) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Insured": the Insured named in Schedule A, and, subject 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, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors.
- (b) "Insured claimant": an Insured claiming loss or damage.
- (c) "Knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an Insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.
- (d) "Land": the land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "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 easement in abutting streets, roads, avenues, alleys, lanes, ways or underways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.
- (e) "Mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (f) "Public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Section 1(a)(iv) of the Exclusions From Coverage, "public records" shall also include environmental protection liens filed in the records of the clerk of the United States district court for the district in which the land is located.
- (g) "Nonmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A or the Insured mortgage to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

2. 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 Insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of covenants or 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 purchase money mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 4(a) below, (ii) in case knowledge shall come to an Insured hereunder of any claim of title or interest which is adverse to the title in the estate or interest, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest, as insured, is rejected as unmarketable. If prompt notice shall not be given to the Company, then as to the Insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

4. DEFENSE AND PROSECUTION OF ACTIONS: DUTY OF INSURED CLAIMANT TO COOPERATE

(a) Upon written request by the Insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim adverse to the title or interests as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by the Insured in the defense of those causes of action which allege matters not insured against by this policy.

(b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, 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 pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the Insured shall secure to the Company the right to so prosecute or provide 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 insured, at the Company's expense, shall 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 settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest, as insured. If the Company is prejudiced by the failure of the insured to furnish the required cooperation, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

5. PROOF OF LOSS OR DAMAGE

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance 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 prejudiced by the failure of the insured claimant to provide the required proof of loss or damage, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage. In addition, the insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant his 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 custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph shall terminate any liability of the Company under this policy as to that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS: TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(A) To Pay or Tender Payment of the Amount of Insurance.

(i) To pay or tender payment of the amount of Insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay.

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

(B) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.

(i) To pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay; or

(ii) To pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs (i) or (ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

7. DETERMINATION OF EXTENT OF LIABILITY AND INSURANCE

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy shall not exceed the least of:

(i) the Amount of Insurance stated in Schedule A; or

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

(b) In the event the Amount of Insurance stated in Schedule A at the Date of Policy is less than 80 percent of the value of the insured estate or interest or the full consideration paid for the land, whichever is less, or if subsequent to the Date of Policy an improvement is erected on the land which increases the value of the insured estate or interest by at least 20 percent over the Amount of Insurance stated in Schedule A, then this Policy is subject to the following:

(i) where no subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata 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; or

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

The provisions of this paragraph shall not apply to costs, attorneys' fees and expenses for which the Company is liable under this policy, and shall only apply in that portion of any loss which exceeds, in the aggregate, 10 percent of the Amount of Insurance stated in Schedule A.

(c) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

8. APPORTIONMENT

If the land described in Schedule A consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of the parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement or by an endorsement attached to this policy.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, at as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that claim and shall not be liable for any loss or damage caused thereby (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as insured.

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

10. REDUCTION OF INSURANCE: REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro rata.

11. LIABILITY NONCUMULATIVE

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described in referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy to the insured owner.

12. PAYMENT OF LOSS

- (a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss 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 in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

13. SUBROGATION UPON PAYMENT OR SETTLEMENT

- (a) **The Company's Right of Subrogation.**
Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant.

The Company shall be subrogated 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. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit the Company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated to these rights and remedies in the proportion which the Company's payment bears to the whole amount of the loss.

If loss should result from any act of the insured claimant, as stated above, that act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

- (b) **The Company's Rights Against Non-Insured Obligors.**
The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guarantees, other policies of insurance or bonds, notwithstanding any terms or conditions contained in these instruments which provide for subrogation rights by reason of this policy.

14. ARBITRATION

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

any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. All arbitrable matters when the Amount of Insurance is \$1,000,000 or less shall be arbitrated at the option of either the Company or the insured. All arbitrable matters when the Amount of Insurance is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the insured. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees 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(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

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

15. LIABILITY LIMITED TO THIS POLICY EXCEPT WHERE ENTIRE CONTRACT

- (a) This policy together with all endorsements, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or by any action asserting such claim, shall be resorted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

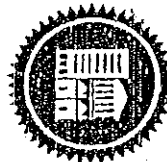
16. SEVERABILITY

In the event any provision of the policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

17. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company at 17911 Von Karman Avenue, Suite 300, Irvine, CA 92614-6251.

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



FIDELITY
NATIONAL
TITLE
INSURANCE
COMPANY

ISSUED SIMUL/W POLICY #

**FIDELITY NATIONAL TITLE
INSURANCE COMPANY OF NEW YORK**

Short Form Owner's Schedule A

FILE NO.: 05-586

POLICY NO: 27106-70161835

1. Date of Policy: March 9, 2005 or the date and time of the filing of the insured deed for record.

2. Amount of Insurance: \$64,000.00 This amount will automatically increase by ten per cent (10%) of this amount on each of the first five (5) anniversaries of the policy date shown above.

3. The insured hereunder, in which title to the fee simple estate at the date hereof, is: **ATLAS REALTY, INC., a Georgia Corporation**

4. The land referred to in this policy is described as set forth in that certain **Deed of Conveyance**, dated **March 9, 2005** from **2270 POLAR ROCK TRUST and MIKE CHERWENKA, AS TRUSTEE** to the insured. For informational purposes only, the address 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 indicated below.

☐ Addendum Attached

☒ No Addendum Attached

☐ If this box is checked, exceptions 3 and 4 of Schedule B are deleted.

☐ If this box is checked, exceptions 5 and 6 of Schedule B are deleted.

See Short Form Owner's Schedule B for the exceptions from coverage. This policy is valid only if Schedule B and the Addendum, if any, are attached.

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:

1. All assessments, taxes and special assessments which are now a lien or payable or which may become due or payable subsequent to Date of Policy.
2. Any additional Taxes, interest and/or penalties which may be assessed for prior tax years by virtue of adjustment, re-appraisal, re-assessment, appeal or other amendment to the tax records of the city or county in which the subject property is located.
3. Discrepancies or conflicts in boundary lines, shortage in areas, encroachments and other matters which would be disclosed by an accurate, current survey of the land.
4. Easements or claims of easements not shown by the public records.
5. Any lien or right or claim of lien for services, labor or materials, heretofore or hereafter furnished for improvement, repairs or maintenance of or on the land imposed by law and not shown by the public records.
6. Rights or claims of parties in possession of the land or any portion thereof, not shown by the public records.
7. Covenants, conditions, restrictions, easements and/or servitudes, if any, appearing in the public records.
8. Any lease, grant, conveyance, exception or reservation of minerals or mineral rights appearing in the public records. Nothing herein shall insure against loss or damage resulting from subsidence.
9. Any mortgage, deed or trust, security deed, judgment, lien or encumbrance 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, liens, encumbrances, interest, or claims thereof listed on any Addendum attached to this policy.

M



HOMEVESTORS
NEW HOPE REALTY INVESTMENTS, INC.
TELEPHONE 770-451-8037
FAX 770-451-0033

FAX COVER SHEET

DATE: 3-1-05

FROM GOLD MINE
COMPANY:

FAX#:

OF PAGES INCLUDING COVER: 3

COMMENTS:

2270 Polo Rock Ave

DEFENDANT'S
EXHIBIT

2
8/25/06 ROW



HOMEVESTORS
AMERICA'S #1 HOME BUYER

NEW HOPE REALTY INVESTMENTS, INC.

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 SW Atlanta, GA 30315

located in Fulton County, State of Georgia, together with all fixtures, landscaping, improvements and appurtenances, all being hereinafter collectively referred to as the "Property". The full legal description of the Property is the same as is recorded with the Clerk of the Superior Court 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.
2. Said purchase price to be paid as follows:
\$1,500.00 Earnest Money Deposit which shall be credited at the closing as part of the Buyer's purchase price. Deposit shall be non-refundable after 5 days of signing this agreement.
\$38,400.00 Balance due at closing.
3. CLOSING COSTS shall be paid by the BUYER. The Seller shall only pay Transfer Tax and any costs to clear the title for the Seller to convey fee simple marketable title to the Buyer free and clear of all liens, mortgages and encumbrances. *Wk 29.M. 10th*
4. CLOSING DATE. This transaction shall be closed on or before March 10th at the office of the attorney as selected by the Seller. *MC 5.1.05*
5. POSSESSION. The Seller shall have the property vacant 48 hours prior to the closing date and the Buyer shall receive possession at closing.
6. PROPERTY CONDITION. Property is purchased in "as is" condition. Seller has no obligation to 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 herein. Buyer shall have the option to complete a home inspection, termite 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 defects 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.
8. 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 monies paid or buyer may elect to complete the closing and to receive any and all insurance proceeds under the Seller's insurance policy.

9. **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 Seller shall convey fee simple, good marketable and insurable title by - general warranty deed to the Buyer free and clear of any and all liens and encroachments. Seller shall also execute and deliver any and all certifications, affidavits and statements necessary or desirable to complete the closing as may be reasonably required by the Buyer and their attorney.
11. **PRORATIONS.** All prorations (for property taxes and other assessments, etc.) shall be prorated as of the day of closing.
12. **ENTIRE AGREEMENT.** This contract is the sole and entire Agreement between the parties, any other Agreements, oral 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 parties' heirs, successors and assigns.
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 contract for the purchase 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 EXHIBIT "D" and signed by the parties hereto are incorporated into this contract and shall control over any provisions hereof which are in conflict.

24 hr. inspection MK 3-1-05

THIS IS A BINDING 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 WHEREOF THE PARTIES HAVE SET THEIR HANDS AND SEALS IN FINAL AGREEMENT.

SELLER:

New Hope Realty Investments, Inc.

BY:

Shel Lewis Ralph Lewis
It's managers

3-1-05
Date of Offer

Charmaine
BY:

(signature)

3-1-05
Date of Acceptance

(printed name)

(printed name)

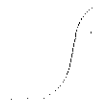
(signature)

Date of Acceptance

2



2



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.

DEFENDANT'S
EXHIBIT

8/125/06 ADW

Order #: 05-539

Vendor: Traditional Title Services, Inc

Fee: \$100.00

Type of Search: Full

Special Notes:

Search Date: 3/2/2005

Effective Date: 1/14/2005

of Mortgages: 2

of Judgements: 3

Owner Information

Owners Name: Janet W. Williams

Property Address: 2270 Polar Rock Avenue

City: Atlanta

State: Georgia

Zip: 30315

County: Fulton

Deed Information

Grantor: Ronald Williams aka Ronald Douglas Williams

Grantee: Janet W. Williams

Deed Book: 25447

Dated: 9/10/1998

Consideration: \$65 000.00

Transfer Tax: \$65.00

Page: 310

Recorded: 10/1/1998

Fee Simple: QuitClaim

☐ TIC☐ JTWS

Legal Description

Metes & Bounds: ☒ Land Lot: 70

District: 14th

Lot: 1

Block: F

Section:

Subdivision: Marion Builders Inv. Co. Prop.

Section:

Unit: 1

Phase:

PlatBook: 35

Page: 40

Condo: Yes ☐ No ☒PUD: Yes ☐ No ☒Protective Covenants: Yes ☐ No ☒

Book:

Page:

Recorded:

Tax Information

Tax ID #: 14-0070-0008-020-6

Tax Type: County

Tax Year: 2004

Amount: \$91.39

Status: paid on 1/11/04 (Exempt \$268.87)

Tax Type: City

Tax Year: 2004

Amount: \$241.03

Status: paid on 12/15/04 (Exempt \$681.26)

Assessment Information

Land: \$6,840.00

Building: \$22,360.00

Total: \$29,200.00

Fair Market Value: \$73,000.00

Prior years paid Sanitation Fees Due: \$568.70 for 2003, \$518.62 for 2004

Mortgage Information

Mortgagee: Advanta National Bank

Mortgagor: Janet W. Williams

Amount: \$45,000.00

Dated: 9/10/1998

Deed Book: 25447

Open Ended: Yes ☐ No ☒

Assigned To: Emanuel Walker

Dated: 5/20/2004

Deed Book: 37769

Affidavit @ Book 37769, Page 92.

Revolving Credit Line: Yes ☐ No ☒

Recorded: 10/1/1998

Page: 313

Recorded: 6/11/2004

Page: 101

Mortgagee: Associates Financial Services of America, Inc

Mortgagor: Ronald Douglas Williams and Janet W. Williams

Amount: \$2,268.00

Dated: 9/29/1978

Deed Book: 7071

Open Ended: Yes ☐ No ☒

Assigned To:

Dated:

Deed Book:

Revolving Credit Line: Yes ☐ No ☒

Recorded: 10/5/1978

Page: 356

Recorded:

Page:

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

Lien & Judgement Information

Plaintiff: The City of Atlanta	Address:
Defendent: Janet W Williams	Address:
Type of Lien: Transfer of PiFa	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	TIC <input type="checkbox"/>	JTWS <input type="checkbox"/>
Grantee: Ronald Douglas Williams and Janet W. Williams	Page: 456	
Property Conveyed:	Recorded: 6/27/1978	
Deed Book: 6991	Fee Simple: Yes	
Dated: 6/14/1978		
Consideration 10.00	Transfer Tax:	

GEORGIA-VILTON COUNTY
FILED AND RECORDED

98 OCT -1 AM 8:30

JUANITA MERS
CLERK OF SUPERIOR COURT

①

Prepared by: Paul Winer - VE450227
Return to: Valley Title Company
66 Palmetto Mill Road, Ste 200
Owings Mills, Maryland 21117
Phone (800) 394-8085
Parcel ID: 14-0806-000-6

Wife Removing Husband - Non Exempt
due to \$65,000 consideration

ATM-10
R200-04

Quitclaim Deed
Doc. 10-1-98
JUANITA MERS
Clerk Superior Court

THIS QUITCLAIM DEED, Executed this 10th day of Sept 1998

by first party, Grantor, RONALD D. WILLIAMS AKA RONALD DOUGLAS WILU4249

whose post office address is 154 LAKEVIEW ESLS
DARTMOUTH GA 31024

to second party, Grantee, JANET D. WILLIAMS

whose post office address is 2270 POLAR ROCK AVE
ATLANTA, GA 30319

WITNESSETH, That the said first party, for good consideration and for the sum of Dollars (\$65,000) paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim 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 appurtenances there- to in the County of VILTON, State of GA

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION

(1)

If your state requires 5 1/2" x 11" forms, cut off the bottom of this page at the dotted line.



BOOK 25447310

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IN WITNESS WHEREOF, The said first party has signed and sealed these presents the day and year first above written. Signed, sealed and delivered in presence of:

Maria L. Colbert
Signature of Witness Unofficial Witness

Maria L. Colbert
Print Name of Witness Unofficial Witness

Maria J. Williams
Signature of Witness Unofficial Witness

Maria J. Williams
Print Name of Witness Unofficial Witness

Ronald D. Williams
Signature of First Party

Ronald D. Williams
Print Name of First Party

Ronald D. Williams
Signature of First Party

Ronald D. Williams
Print Name of First Party

State of Georgia
County of Colquitt
On September 9, 2008 before me, Willie Clark, Jr.
appeared Ronald D. Williams
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) 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.

NOTARY SEAL

Willie Clark, Jr. - Notary Public
Signature of Notary Willie Clark, Jr.
Notary Public, Colquitt County, Georgia
My Commission Expires 03/01/10

Affiant Known Produced ID
Type of ID (Self)

State of Georgia
County of Colquitt
On September 9, 2008 before me, Willie Clark, Jr.
appeared Ronald D. Williams
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) 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.

NOTARY SEAL

Willie Clark, Jr. - Notary Public
Signature of Notary Willie Clark, Jr.
Notary Public, Colquitt County, Georgia
My Commission Expires 03/01/10

Affiant Known Produced ID
Type of ID (Self)

COLQUITT COUNTY
STATE OF GEORGIA
COMMISSION EXPI. 03/01/10

Signature of Preparer
Print Name of Preparer

Address of Preparer 68 PANTERS HILL RD. STE. 200
CHICKEN HILL, MD 21117
1-800-888-0400

If your state requires 8 1/2" x 11" forms, cut off the bottom of this page at the dotted line.

NO. 254475311

Form 16-6096-1 June 1973
Title 38, U.S.C.

Total LOTS: 1000

2641511
STATE OF GEORGIA,

FULTON

County

THIS INDENTURE, made this 14th day of June A.D. 19 78
between the Administrator of Veterans' Affairs, an Officer of the United States of America, whose address
is Jerome Administration, Washington, D.C., hereinafter called Grantor, and RONALD DOUGLAS WILLIAMS AND
W. WILLIAMS whose address is 1225 Fairburn Road, Apt. G-2, Atlanta, Georgia
hereinafter called Grantee(s).

WITNESSETH: That the said Grantor in consideration of the sum of Ten (\$10.00) Dollars and other
valuable consideration, cash in hand paid, the receipt of which is acknowledged, hereby
sells, bargains, sells, and conveys unto the said Grantee(s) and the heirs or successors and assigns of said
Grantee(s), 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 par
at 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 north-
westerly 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 parti-
cularly 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.

GEORGIA, Fulton County, Clerk's Office Superior Court

Filed & Recorded, JUN 27 1978 at 1:03 PM

TO HAVE AND TO HOLD said bargained premises, together 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 said Grantee(s) and the heirs or successors and assigns of said Grantee(s), forever, in
PER SIMPLE.

Grantor and Grantor's successors in such office, as such, will warrant and forever defend the right and
title to the above-described property unto said Grantee(s) and the heirs or successors and assigns of said
Grantee(s) against the lawful claims of all persons claiming or to claim the same or any part thereof, by,
through, or under Grantor.

IN WITNESS WHEREOF, Grantor, on the day and year above written, has caused this instrument to be
signed and sealed in his name and on his behalf by the undersigned Loan Guaranty Officer, being thereunto
duly appointed, qualified and acting pursuant to sections 212 and 1820 of Title 38, United States Code, and
sections 36-4342 and 36-4520 of the regulations pursuant thereto, as amended, and who is authorized to
execute this instrument.

Signed, sealed, and delivered in the presence of-

Yvonne Wells

YVONNE WELLS

Herbert M. Fenster

HERBERT M. FENSTER

DEKALB

State of Georgia.

ADMINISTRATOR OF VETERANS AFFAIRS (SEAL)

By J. R. FRANKS (SEAL)

J. R. FRANKS
(Loan Guaranty Officer)

Notary Public

N. P. SEAL

County,

Authorization recorded in vol. 6992 of the

Deed Records of said County at page 346

BOOK 6991 PAGE 456

GEORGIA, FULTON COUNTY
FILED AND RECORDED

30 OCT -1 AM 8:30

JUANITA WICKS
CLERK OF SUPERIOR COURT

ORIGINAL

Prepared by: Paul Winter: VN50227
Return to: VALLEY TITLE COMPANY
66 Painters Hall Road, Ste 200
College Hills, Maryland 21117
Phone (800) 394-8485
Facsimile ID: 44-0070-0028-020-6

2

(Space Above This Line For Recording Date)

SECURITY DEED

THIS SECURITY DEED ("Security Instrument") is given on September tenth, 1998. The grantor is

JANET W WILLIAMS

("Borrower") The Security Instrument is given to Adventa National Bank

GEORGIA INTANGIBLE RECORDING
TAX PAID \$ 135.00 9-28-98
CERTIFICATE # 163308
JUANITA WICKS, CLERK OF
SUPERIOR COURT, FULTON COUNTY

C. Young

which is organized and existing under the laws of UNITED STATES OF AMERICA and whose address is C/O 16675 WEST BERNARDO DRIVE, SAN DIEGO, CA 92127

("Lender"). Borrower owes Lender the principal sum of

FORTY FIVE THOUSAND & 00/100

Dollars (U.S. \$ 45,000.00).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on September 18, 2003.

This Security Instrument declares to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this SECURITY INSTRUMENT.

44-0070-0028-020-6
Page 1 of 2

WILLIAMS
JANET W
Adventia National Bank
San Diego, CA 92127

TV216733

007254470313



50227

EXHIBIT "A"

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 P, 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, it 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. Gionetti & 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 6391, 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.

25447312

30227

EXHIBIT 'A'

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 7, 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 Veterans' Affairs, an Officer of the United States of America, unto Ronald Douglas Williams and Janet W. Williams.

25447314

ORIGINAL

BORROWER ACCEPTS AND AGREES to the terms and conditions contained in this Security Instrument and in any rider(s) attached by Borrower and recorded with it. IN WITNESS WHEREOF, Borrower has signed and sealed this Security Instrument, Signed, sealed and delivered in the presence of:

<u>[Signature]</u> Lynette Williams	<u>[Signature]</u> JAMES W WILLIAMS	(Seal) Borrower
_____	_____	(Seal) Borrower
_____ (Seal) Borrower	_____ (Seal) Borrower	
_____ (Seal) Borrower	_____ (Seal) Borrower	
_____ (Seal) Borrower	_____ (Seal) Borrower	

Notary Public, [Signature] James D. Powell Fulton County Georgia
My Commission Expires: 05/04/12



BOOK 25447320

00000000000000000000

WILLIAMS

Page 1 of 1

14310730

Form 8011 0-00

Deed Book 37769 Pg 92
Filed and Recorded Jun-11-2004 10:23am
2004-0178629
Real Estate Transfer Tax \$8.00
Georgia Intangible Tax Paid \$0.00
Juanita Hicks
Clerk of Superior Court
Fulton County, Georgia
1 2004 JUN 11 10 23 AM NO 2643 PG 13 21

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:

1. 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;
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 Pg 93
Juanita Hicks
 Clerk of Superior Court
 Fulton County, Georgia
JOHN DOE THE 1ST OF JAN 1980 IN FULTON CO GA FOR THE DEED IN BOOK 37769 PAGE 93

STATE OF CALIFORNIA)

SS

COUNTY OF SAN DIEGO)

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 he/she/they executed the same in his/her/their authorized capacity, 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.

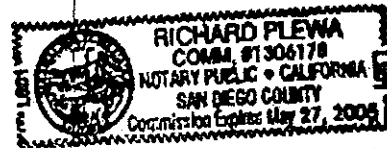
WITNESS my hand and official seal.

 Notary Public

Commission Number: 1306178

My commission expires: 5/27/05

Prepared By: M Wears



GAYTATE MORT_ASSIGN, ASSN

EXHIBIT A

Policy No. #: 98367766

File No. #: 50227

BEING KNOWN AND DESIGNATED AS the following described property, to-wit: All that certain property situated and being in Land Lot 79, 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 Avenue, if extended, and the point of beginning; being improved property having a one-story brick house thereon, and being more particularly shown on a 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, 1976 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.

Deed Book 37769 Pg. 102

Juanita Hicks

Clerk of Superior Court

Fulton County, Georgia

I HEREBY CERTIFY THAT THE ABOVE IS A TRUE AND CORRECT COPY OF THE ORIGINAL AS FILED IN MY OFFICE

TRANSFER OF FIERI FACIAS



FIFA RECORDED BOOK 00151 PAGE 153

THE CITY OF ATLANTA, GEORGIA
VSWILLIAMS JANET W
AND 14 -0070-0008-020-8 2270 POLAR ROCK AVE SW2270 POLAR ROCK AVE SW
ATLANTA GA 30315CFN# 2005-0002841
GEORGIA, FULTON COUNTY
FILED AND RECORDED

2005 JAN - 11 AM 9:00

JUANITA HICKS
CLERK, SUPERIOR COURT
GENERAL EXECUTION DOCKET
BOOK 175 PAGE 316

YEAR	FIERI FACIAS NUMBER	PROPERTY DESCRIPTION
2004	1067545	14 -0070-0008-020-8 2270 POLAR ROCK AVE SW

TAX DISTRICT
05 ATLANTA/FULFOR AND IN CONSIDERATION OF THE SUM OF 241.03 DOLLARS, EQUAL TO THE TAX, CCST 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.
1288 WEST PACES FERRY RD #517
ATLANTA, GA 30327
PHONE (404) 849-3850
FAX (404) 849-3851

THIS 15TH DAY OF DECEMBER, 2004.

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

FIERI FACIAS



THE CITY OF ATLANTA, GEORGIA
VS
WILLIAMS JANET W
AND 14 -0070-0008-020-6 2270 POLAR ROCK AVE
2270 POLAR ROCK AVE SW
ATLANTA GA 30315

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

2004 FEB - 10 AM 9:00
JUANITA HICKS
CLERK, SUPERIOR COURT
GENERAL EXECUTION DOCKET
BOOK 20 PAGE 301

YEAR	FIERI FACIAS NUMBER	PROPERTY DESCRIPTION
2003	1067545	14 -0070-0008-020-6 2270 POLAR ROCK AVE

TAX DISTRICT
05 ATLANTA/FUL

SOLID WASTE	PENALTY	FIFA	INTEREST	COSTS	TOTAL DUE
436.09	.00	10.50	21.80	.00	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 SUM 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 HEREAFTER ACCRUE AND HAVE YOU THE SAID 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 HAVE YOU THEN AND THERE THIS WRIT, GIVEN UNDER MY HAND AND OFFICIAL SIGNATURE THIS FEBRUARY 02, 2004.

Arthur E. Ferdinand

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

TRANSFER OF FIERI FACIAS

FOR AND IN CONSIDERATION OF THE SUM OF
INTEREST DUE THE WITHIN FI.FA., I HEREBY TRANSFER AND ASSIGN THE

DOLLARS, EQUAL TO THE TAX, COST AND
SAME TO:

DATE

TAX COMMISSIONER, EX-OFFICIO SHERIFF
FULTON COUNTY, GA

WRIT OF FIERI FACIAS

JAMES A CREE JR
2101 BEECHES INN TOWER
215 PLACETTE CENTER AVENUE
ATLANTA GA 30302
Plaintiff(s) Attorney

Credit Deposit \$5.00
Pmt
Def
Committed

GEORGIA
FULTON COUNTY

TO THE MARSHAL OF THE STATE COURT OF FULTON COUNTY
or his lawful Deputies and to all and singular the Sheriffs of
the State or their lawful Deputies; and to all lawful Constables
of said State

in the STATE COURT OF FULTON COUNTY
PLAINTIFFS

DEFENDANT

DATE OF
JUDGMENT
02/10/98

CASE
NO.
9795813219

WILLIAMS, RONALD D

VS.

JONES, CHARLES FOREST

GEORGIA FULTON COUNTY
98 FEB 25 PM 3:23
CLERK, SUPERIOR COURT

In the above-entitled case, and on the date of judgment set out above, the plaintiff(s) named above
recovered against the defendant(s) named above, judgment in the following sums:

PRINCIPAL	\$5,000.00
INTEREST	.00
FEES	.07
COSTS	75.00
TOTAL	\$5,075.00

With future interest upon said principal amount from the date of judgment at the rate of twelve
per cent per annum.
Therefore, WE COMMAND YOU, that the goods and chattels, lands and tenements of said
defendant(s) named above,

ESPECIALLY
and ONLY of the following described property, to-wit:

YOU caused to be made the several sums set out in the foregoing recital judgment in this case, and that
you have the said several sums of money before the STATE COURT of FULTON COUNTY on the first Monday
of the term following your action in this matter, with this writ to render to the said Plaintiff the principal,
interest and cost awarded.

Witness the Honorable Charles L. Carnes, Chief Judge of said Court.

Dated 2-11-98 Deborah A. Hays Deputy Clerk

Entered on General Execution Docket

Clerk, Superior Court File date 2-11-98 Book & Page

BR03768PG213

B. Type of Loan			
1. FHA	2. FmHA	3. Conv. Unins.	4. File Number
4. VA	5. Conv. Ins.		05-586
6. Loan Number		8. Mortgage Insurance Case Number	
C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked (P.O.C.) were paid outside the closing; they are shown here for information purposes and are not included in the totals.			
D. Name and Address of Borrower ATLAS REALTY, INC. 727 Dean Road Suwanee, GA 30024		E. Name and Address of Seller 2270 POLAR ROCK TRUST MIKE CHERMENKA, AS TRUSTEE 825 Golf View Court Dacula, GA 30019	
F. Name and Address of Lender			
G. Property Location 2270 POLAR ROCK AVENUE ATLANTA, GEORGIA 30315 Fulton County LL 70/14th District		H. Settlement Agent STEVENS & COOPER, LLC Place of Settlement 400 PERIMETER CENTER TERR, #270 ATLANTA, GEORGIA 30346	
I. Settlement Date 03/09/05			
J. SUMMARY OF BORROWER'S TRANSACTION:		K. SUMMARY OF SELLER'S TRANSACTION:	
100. Gross Amount Due From Borrower		400. Gross Amount Due To Seller	
101. Contract sales price	64,000.00	401. Contract sales price	64,000.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)	705.00	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106. City/town taxes	to	406. City/town taxes	to
107. County taxes	to	407. County taxes	to
108. Assessments	to	408. Assessments	to
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. GROSS AMOUNT DUE FROM BORROWER	64,705.00	420. GROSS AMOUNT DUE TO SELLER	64,000.00
200. Amounts Paid By or In Behalf of Borrower		500. Reductions In Amount Due To Seller	
201. Deposit or earnest money	2,500.00	501. Excess Deposit (see instructions)	2,500.00
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	64.00
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210. City/town taxes	01/01 to 03/09 44.90	510. City/town taxes	01/01 to 03/09 44.90
211. County taxes	01/01 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.		519.	
220. TOTAL PAID BY/FOR BORROWER	2,658.55	620. TOTAL REDUCTION AMOUNT DUE SELLER	2,722.55
300. Cash At Settlement From or To Borrower		600. Cash At Settlement To or From Seller	
301. Gross amount due from borrower (line 120)	64,705.00	601. Gross amount due to seller (line 420)	64,000.00
302. Less amounts paid by/for borrower (line 220)	2,658.55	602. Less reduction amount due seller (line 520)	2,722.55
303. CASH FROM BORROWER	62,046.45	603. CASH TO SELLER	61,277.45

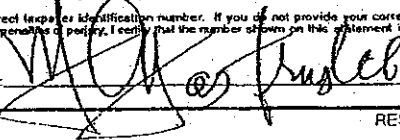
SUBSTITUTE FORM 1099 SELLER STATEMENT: The information contained herein is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported. The Contract Sales Price described on Line 401 above constitutes the Gross Proceeds of this transaction.

SELLER INSTRUCTIONS: If this real estate was your principal residence, file Form 2119, 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 7022 and/or Schedule D (Form 1040).

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

TIN:

SELLER SIGNATURE:

DEFENDANT'S
EXHIBIT10
8/25/06 ROW

L. SETTLEMENT CHARGES:		FILE #: 05-586	PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700. TOTAL SALES/BROKER'S COMMISSION based on price \$				
Division of commission (line 700) as follows:				
701. \$	to			
702. \$	to			
703. Commission paid at Settlement				
704.				
800. ITEMS PAYABLE IN CONNECTION WITH LOAN			P.O.C.	
801. Loan Origination Fee	%			
802. Loan Discount	%			
803. Appraisal Fee	to			
804. Credit Report	to			
805. Lender's Inspection Fee	to			
806. Mtg. Ins. Application Fee	to			
807. Assumption Fee	to			
808.				
809.				
810.				
811.				
812.				
813.				
814.				
815.				
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE				
901. Interest from	to	\$	day	Days
902. Mortgage Insurance Premium for	to			
903. Hazard Insurance Premium for	yr	to		
904.				
905.				
1000. RESERVES DEPOSITED WITH LENDER FOR				
1001. Hazard Insurance	mo.	\$	mo.	
1002. Mortgage Insurance	mo.	\$	mo.	
1003. City property taxes	mo.	\$	mo.	
1004. County property taxes	mo.	\$	mo.	
1005. Annual Assessments	mo.	\$	mo.	
1006.	mo.	\$	mo.	
1007.	mo.	\$	mo.	
1008.				
1100. TITLE CHARGES				
1101. Settlement or closing fee	to			
1102. Abstract or title search	to			
1103. Title examination	to	STEVENS & COOPER, LLC	150.00	
1104. Title insurance binder	to			
1105. Document preparation	to			
1106. Notary fees	to			
1107. Attorney's fees	to	STEVENS & COOPER, LLC	400.00	
(includes above items No:)				
1108. Title Insurance	to	S&C AGENT OF FIDELITY NATIONAL	128.00	
(includes above items No:)				
1109. Lender's coverage \$				
1110. Owner's coverage \$	64,000.00	----- 128.00		
1111.				
1112.				
1113.				
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES				
1201. Recording fees	Deed \$	Mortgage \$	Releases \$	
1202. City/county/stamps	Deed \$	Mortgage \$		
1203. State tax/stamps	Deed \$	64.00	Mortgage \$	64.00
1204. TO RECORD DEEDS PD TO S&C			27.00	
1205.				
1300. ADDITIONAL SETTLEMENT CHARGES				
1301. Survey	to			
1302. Pest inspection	to			
1303.				
1304.				
1305.				
1306.				
1307.				
1308.				
1400. TOTAL SETTLEMENT CHARGES (enter on lines 103 and 502, Sections J and K)			705.00	64.00

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

ATLAS REALTY, INC.

Buyer/Borrower

277 POLAR BEAR TRUST

Seller

Buyer/Borrower

THE STEVENS & COOPER TRUSTEE

Seller

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused to be debursed in accordance with this statement.

STEVENS & COOPER, LLC

Settlement Agent

Date

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine or imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

RESPA, HB 4305.2 -- REV. HUD-1 (3/85)

S&C 000056

B. Type of Loan				OMB No. 2502-0265	
1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> FmHA	3. <input type="checkbox"/> Conv. Thrift	4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv. Ins.	6. File Number
			05-586		7. Loan Number
8. Mortgage Insurance Case Number					
C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked (P.O.C.) were paid outside the closing; they are shown here for information purposes and are not included in the totals.					
D. Name and Address of Borrower ATLAS REALTY, INC. 727 Dean Road Suwanee, GA 30024			E. Name and Address of Seller GOLDMINE PROPERTIES, INC. 825 Golf View Court Decatur, GA 30019		F. Name and Address of Lender
G. Property Location 2270 POLAR ROCK AVENUE ATLANTA, GEORGIA 30315 Fulton County LL 70/14th District			H. Settlement Agent STEVENS & COOPER, LLC Place of Settlement 400 PERIMETER CENTER TERR., #270 ATLANTA, GEORGIA 30346		I. Settlement Date 03/09/05
J. SUMMARY OF BORROWER'S TRANSACTION:			K. SUMMARY OF SELLER'S TRANSACTION:		
100. Gross Amount Due From Borrower			400. Gross Amount Due To Seller		
101. Contract sales price	64,000.00		401. Contract sales price	64,000.00	
102. Personal property			402. Personal property		
103. Settlement charges to borrower (line 1400)	705.00		403.		
104.			404.		
105.			405.		
Adjustments for items paid by seller in advance			Adjustments for items paid by seller in advance		
106. City/town taxes	to		406. City/town taxes	to	
107. County taxes	to		407. County taxes	to	
108. Assessments	to		408. Assessments	to	
109.			409.		
110.			410.		
111.			411.		
112.			412.		
120. GROSS AMOUNT DUE FROM BORROWER	64,705.00		420. GROSS AMOUNT DUE TO SELLER	64,000.00	
200. Amounts Paid By or In Behalf of Borrower			500. Reductions In Amount Due To Seller		
201. Deposit or earnest money	2,500.00		501. Excess Deposit (see instructions)	2,500.00	
202. Principal amount of new loan(s)			502. Settlement charges to seller (line 1400)	64.00	
203. Existing loan(s) taken subject to			503. Existing loan(s) taken subject to		
204.			504. Payoff of first mortgage loan		
205.			505. Payoff of second mortgage loan		
206.			506.		
207.			507.		
208.			508.		
209.			509.		
Adjustments for items unpaid by seller			Adjustments for items unpaid by seller		
210. City/town taxes	01/01 to 03/09	44.90	510. City/town taxes	01/01 to 03/09	44.90
211. County taxes	01/01 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.			519.		
220. TOTAL PAID BY/FOR BORROWER	2,658.55		520. TOTAL REDUCTION AMOUNT DUE SELLER	2,722.55	
300. Cash At Settlement From or To Borrower			600. Cash At Settlement To or From Seller		
301. Gross amount due from borrower (line 120)	64,705.00		601. Gross amount due to seller (line 420)	64,000.00	
302. Less amounts paid by/for borrower (line 220)	2,658.55		602. Less reduction amount due seller (line 520)	2,722.55	
303. CASH FROM BORROWER	62,046.45		603. CASH TO SELLER	61,277.45	

SUBSTITUTE FORM 1099 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 reported. The Contract Sales Price described on Line 401 above constitutes the Gross Proceeds of this transaction.

SELLER INSTRUCTIONS: If this real estate was your principal residence, file Form 2119, 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 8280 and/or Schedule D (Form 1040).

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

THI

SELLER SIGNATURE

L. SETTLEMENT		REGES:	FILE #:	PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700. TOTAL SALES/BROKER'S COMMISSION based on price \$					
Division of commission (line 700) as follows:					
701. \$	to				
702. \$	to				
703. Commission paid at Settlement					
704.					
800. ITEMS PAYABLE IN CONNECTION WITH LOAN				P.O.C.	
801. Loan Origination Fee	%				
802. Loan Discount	%				
803. Appraisal Fee	to				
804. Credit Report	to				
805. Lender's Inspection Fee	to				
806. Mfg. Ins. Application Fee	to				
807. Assumption Fee	to				
808.					
809.					
810.					
811.					
812.					
813.					
814.					
815.					
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE					
901. Interest from	to	@ \$	/day	Days	
902. Mortgage Insurance Premium for	to				
903. Hazard Insurance Premium for	to	yr			
904.					
905.					
1000. RESERVES DEPOSITED WITH LENDER FOR					
1001. Hazard Insurance	mo.	@ \$	/mo.		
1002. Mortgage Insurance	mo.	@ \$	/mo.		
1003. City property taxes	mo.	@ \$	/mo.		
1004. County property taxes	mo.	@ \$	/mo.		
1005. Annual Assessments	mo.	@ \$	/mo.		
1006.	mo.	@ \$	/mo.		
1007.	mo.	@ \$	/mo.		
1008.					
1100. TITLE CHARGES					
1101. Settlement or closing fee	to				
1102. Abstract or title search	to				
1103. Title examination	to	TRADITIONAL TITLE/S&C		150.00	
1104. Title insurance fee	to				
1105. Document preparation	to				
1106. Notary fees	to				
1107. Attorney's fees	to	STEVENS & COOPER, LLC		400.00	
(includes above items for)					
1108. Title insurance	to	S&C AGENT OF FIDELITY NATIONAL		100.00	
(includes above items for)					
1109. Lender's coverage \$					
1110. Owner's coverage \$	39,900.00	100.00			
1111.					
1112.					
1113.					
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES					
1201. Recording fees	Dual \$	Mortgage \$	Releases \$		
1202. City/county/stamps	Dual \$	Mortgage \$			
1203. State tax/stamps	Dual \$	39.90	Mortgage \$		
1204. TO RECORD DEEDS TO TO S&C				45.00	39.90
1205.					
1300. ADDITIONAL SETTLEMENT CHARGES					
1301. Survey	to				
1302. Pest inspection	to				
1303.					
1304.					
1305.					
1306.					
1307.					
1308.					
1400. TOTAL SETTLEMENT CHARGES (enter on lines 103 and 502, Sections J and K)				695.00	39.90

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account for this transaction. I have received a copy of the HUD-1 Settlement Statement.

[Signature]
 Buyer/Borrower

Buyer/Borrower

[Signature]
 NEW TRIBE REALTY INVESTMENTS, INC.

S&C

DATE: 03/09/05

Buyer/Borrower

The HUD-1 Settlement Statement and this document are to be used only for the purpose of recording this transaction. I have agreed or will cause the funds to be disbursed as indicated on this statement.

STEVENS & COOPER, LLC

Buyer/Borrower

3-9-05

S&C

WARNING: It is a crime to knowingly make false statements to the United States on any tax or other financial form. Penalties may include fines and imprisonment.

L. SETTLEMENT CHARGES		FILE #: 05-586	PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700. TOTAL SALES/BROKER COMMISSION based on price \$				
Division of commission (line 700) as follows:				
701. \$	to			
702. \$	to			
703. Commission paid at Settlement				
704.				
800. ITEMS PAYABLE IN CONNECTION WITH LOAN		P.O.C.		
801. Loan Origination Fee	%			
802. Loan Discount	%			
803. Appraisal Fee	to			
804. Credit Report	to			
805. Lender's Inspection Fee	to			
806. Mfg. Ins. Application Fee	to			
807. Assumption Fee	to			
808.				
809.				
810.				
811.				
812.				
813.				
814.				
815.				
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE				
901. Interest from	to	\$	/day	Days
902. Mortgage Insurance Premium for	to			
903. Hazard Insurance Premium for	yrs to			
904.				
905.				
1000. RESERVES DEPOSITED WITH LENDER FOR				
1001. Hazard Insurance	mo. \$		Amo.	
1002. Mortgage Insurance	mo. \$		/mo.	
1003. City property taxes	mo. \$		/mo.	
1004. County property taxes	mo. \$		/mo.	
1005. Annual Assessments	mo. \$		/mo.	
1006.	mo. \$		/mo.	
1007.	mo. \$		/mo.	
1008.	mo. \$		/mo.	
1100. TITLE CHARGES				
1101. Settlement or closing fee	to			
1102. Abstract or title search	to			
1103. Title examination	to STEVENS & COOPER, LLC		150.00	
1104. Title insurance binder	to			
1105. Document preparation	to			
1106. Notary fees	to			
1107. Attorney's fees	to STEVENS & COOPER, LLC		400.00	
(includes above items No:)				
1108. Title insurance	to S&C AGENT OF FIDELITY NATIONAL		128.00	
(includes above items No:)				
1109. Lawyer's coverage \$				
1110. Owner's coverage \$	64,000.00 ---- 128.00			
1111.				
1112.				
1113.				
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES				
1201. Recording fees	Deed \$; Mortgage \$; Release \$			
1202. City/county/stamps	Deed \$; Mortgage \$			
1203. State tax/stamps	Deed \$ 64.00 ; Mortgage \$			
1204. TO RECORD DEEDS PD TO S&C			27.00	64.00
1205.				
1300. ADDITIONAL SETTLEMENT CHARGES				
1301. Survey	to			
1302. Pest inspection	to			
1303.				
1304.				
1305.				
1306.				
1307.				
1308.				
1400. TOTAL SETTLEMENT CHARGES (enter on lines 103 and 502, Sections J and K)			705.00	64.00

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

ATLAS REALTY, INC.

Buyer/Borrower

GOLEMAN PROPERTIES, INC.

Seller

Buyer/Borrower

Seller

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

STEVENS & COOPER, LLC

Settlement Agent

WARNING: It is a crime to knowingly make false statements to the United States in this or any other similar form. Penalties upon conviction can include a fine or imprisonment. For details see: Title 18 U.S. Code Section 1005 and Section 1010.

A. SETTLEMENT STATEMENT

U.S. Department of Housing
and Urban Development

OMB No. 2502-0265

B. Type of Loan		6. File Number	7. Loan Number	8. Mortgage Insurance Case Number
1. FHA	2. FmHA	3. Conv. Unins.		
4. VA	5. Conv. Ins.	05-586		

C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked (P.O.C.) were paid outside the closing; they are shown here for information purposes and are not included in the totals.

D. Name and Address of Borrower ATLAS REALTY, INC. 727 Dean Road Suwanee, GA 30024	E. Name and Address of Seller GOLDHINE PROPERTIES, INC. 825 Golf View Court Dacula, GA 30019	F. Name and Address of Lender
---	---	-------------------------------

G. Property Location 2270 POLAR ROCK AVENUE ATLANTA, GEORGIA 30315 Fulton County LL 70/14th District	H. Settlement Agent STEVENS & COOPER, LLC Place of Settlement 400 PERIMETER CENTER TERR. #270 ATLANTA, GEORGIA 30346	I. Settlement Date 03/09/05
--	--	--------------------------------

J. SUMMARY OF BORROWER'S TRANSACTION:		K. SUMMARY OF SELLER'S TRANSACTION:	
100. Gross Amount Due From Borrower		400. Gross Amount Due To Seller	64,000.00
101. Contract sales price	64,000.00	401. Contract sales price	
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)	705.00	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106. City/town taxes to		406. City/town taxes to	
107. County taxes to		407. County taxes to	
108. Assessments to		408. Assessments to	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. GROSS AMOUNT DUE FROM BORROWER	64,705.00	420. GROSS AMOUNT DUE TO SELLER	64,000.00
200. Amounts Paid By or In Behalf of Borrower		500. Reductions in Amount Due To Seller	
201. Deposit or earnest money	2,500.00	501. Excess Deposit (see instructions)	2,500.00
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	64.00
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210. City/town taxes 01/01 to 03/09	44.90	510. City/town taxes 01/01 to 03/09	44.90
211. County taxes 01/01 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.		519.	
220. TOTAL PAID BY/FOR BORROWER	2,658.55	520. TOTAL REDUCTION AMOUNT DUE SELLER	2,722.55
300. Cash At Settlement From or To Borrower		600. Cash At Settlement To or From Seller	
301. Gross amount due from borrower (line 120)	64,705.00	601. Gross amount due to seller (line 420)	64,000.00
302. Less amounts paid by/for borrower (line 220)	2,658.55	602. Less reduction amount due seller (line 520)	2,722.55
303. CASH FROM BORROWER	62,046.45	603. CASH TO SELLER	61,277.45

SUBSTITUTE FORM 1099 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 reported. The Contract Sales Price described on Line 401 above constitutes the Gross Proceeds of this transaction.

SELLER INSTRUCTIONS: If this real estate was your principal residence, file Form 2119, 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 12228 and/or Schedule D (Form 1041).

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 civil or criminal penalties imposed by law. Under penalty of perjury, I certify that the number shown on this statement is my correct taxpayer identification number.

TIN:

SELLER SIGNATURE

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

S&C 000064

FILE #: 05-586

L. SETTLEMENT CHARGES:

		PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700. TOTAL SALES/BROKER'S COMMISSION based on price \$ <u>0</u> =			
Division of commission (line 700) as follows:			
701. \$	to		
702. \$	to		
703. Commission paid at Settlement			
704. _____ P.O.C.			
800. ITEMS PAYABLE IN CONNECTION WITH LOAN			
801. Loan Origination Fee	%		
802. Loan Discount	%		
803. Appraisal Fee	to		
804. Credit Report	to		
805. Lender's Inspection Fee	to		
806. Mtg. Ins. Application Fee	to		
807. Assumption Fee	to		
808.			
809.			
810.			
811.			
812.			
813.			
814.			
815.			
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE			
901. Interest from	to	\$ <u>0</u> /day	Days
902. Mortgage Insurance Premium for	to		
903. Hazard Insurance Premium for	yrs to		
904.			
905.			
1000. RESERVES DEPOSITED WITH LENDER FOR			
1001. Hazard Insurance	mo. @ \$	/mo.	
1002. Mortgage Insurance	mo. @ \$	/mo.	
1003. City property taxes	mo. @ \$	/mo.	
1004. County property taxes	mo. @ \$	/mo.	
1005. Annual Assessments	mo. @ \$	/mo.	
1006.	mo. @ \$	/mo.	
1007.	mo. @ \$	/mo.	
1008.			
1100. TITLE CHARGES			
1101. Settlement or closing fee	to		
1102. Abstract or title search	to		150.00
1103. Title examination	to	STEVENS & COOPER, LLC	
1104. Title insurance binder	to		
1105. Document preparation	to		
1106. Notary fees	to		400.00
1107. Attorney's fees	to	STEVENS & COOPER, LLC	
(includes above items No: _____)			128.00
1108. Title insurance	to	S&C AGENT OF FIDELITY NATIONAL	
(includes above items No: _____)			
1109. Lender's coverage \$			
1110. Owner's coverage \$	64,000.00	---- 128.00	
1111.			
1112.			
1113.			
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES			
1201. Recording fees	Deed \$	Mortgage \$	Releases \$
1202. City/county/stamps	Deed \$	Mortgage \$	
1203. State tax/stamps	Deed \$	64.00	Mortgage \$
1204. TO RECORD DEEDS PD TO S&A			27.00
1205.			
1300. ADDITIONAL SETTLEMENT CHARGES			
1301. Survey	to		
1302. Pest inspection	to		
1303.			
1304.			
1305.			
1306.			
1307.			
1308.			
1400. TOTAL SETTLEMENT CHARGES	(enter on lines 103 and 502, Sections J and K)		705.00 64.00

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

ATLAS REALTY, INC.

Buyer/Borrower

GOLDMAN PROPERTIES, INC.

Seller

Buyer/Borrower

Seller

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

STEVENS & COOPER, LLC

Settlement Agent

Date

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine or imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

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

S&C 000065

**LIMITED
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 sealing 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, sell, 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**.

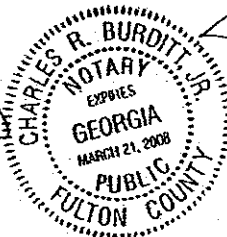
AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons claiming under Grantor, but not otherwise.

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:

Witness

Notary Public



2270 POLAR ROCK TRUST

Mike Cherwenka Trustee

MIKE CHERWENKA, AS TRUSTEE

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..

P

Deed Book 40193 Pg 173
Filed and Recorded Jun-10-2005 01:16pm
2005-0204932
Real Estate Transfer Tax \$0.00
Juanita 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

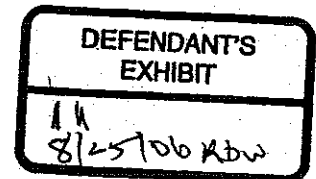
THIS INDENTURE, made this 7TH day of June, 2005, by Janet W. Williams, acting through her duly appointed agent and attorney-in-fact, Emanuel Walker, as party of the first part (hereinafter referred to as "Grantor"), and Neighborhood Investment Group, LLC, as party of the second part;

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, 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 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 Veterans' 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 hereunto affixed its hand and sale, the day and year first above written.

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

By: Emanuel Walker

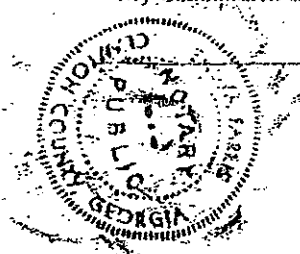
Title: Assignee

Attest: [Signature]

Signed, Sealed and Delivered
in the presence of:

Emanuel Walker
Notary Public

My Commission Expires: 3/02/08



EMANUEL WALKER, NOTARY PUBLIC
CLAYTON COUNTY, GEORGIA
MY COMMISSION EXPIRES 03-02-08

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.

Civil Action File
No. 05 VS 088745-F

STATE OF SAN DIEGO

COUNTY OF SAN DIEGO

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.

10/17

3.

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.

6.

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: Thomas E. Reardon

Name: Thomas E. Reardon

Title: Mortgage Officer

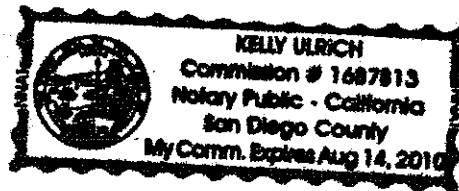
Sworn to and subscribed before me
this 12th day of October, 2006.

Notary Public

Kelly Ulrich

My Commission Expires:

8/14/10

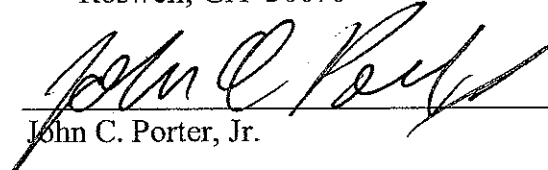


CERTIFICATE OF SERVICE

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



John C. Porter, Jr.

EXHIBIT A

DATE: 9/14/06
TIME: 12:08:25

Chase Home Finance LLC
COLLECTION HISTORY PROFILE

SRV869R
PAGE: 27

Loan 0011518147 Inv # 240 Asum:N Stat:P Int\$ 10.375 Pmt 493.95 Due:10/15/03
JANET WILLIAMS UPB .00 P&I 493.95 TYPE 03
2270 POLAR ROCK AV SW MSG #1:14 H2:43 #3: DEL .00 HPMTS 35
ATLANTA GA 30315 Phone (H) 000-000-0000 (W) 000-0000-000 CP: 35
=====

Cls Code Asn By Entered Time Target Amt/Pmt Cleared Amt/Pmt

DU	PIOC	**	4/01/04	8:43	0/00/00	.00	0/00/00	.00
			PROPERTY IS OCCUPIED PER PI VENDOR					
DU	PIOC	**	4/01/04	8:43	0/00/00	.00	0/00/00	.00
			PROPERTY IS IN GOOD CONDITION PER PI VENDOR					
LM	FCAM	AT	4/06/04	9:52	4/11/04	.00	4/11/04	.00
			LOSS MITIGATION CALL, LEFT MSG ON ANS MACHINE					
LM	FCMN	AT	4/12/04	13:57	4/14/04	.00	4/12/04	.00
			LOSS MITIGATION CALL - BAD NUMBERS 404.627.2750					
LM	DACI	AT	4/14/04	14:42	4/21/04	.00	4/21/04	.00
			DIRECTORY ASSISTANCE CALL INITIATED ROSHANDA WILLIAMS ON OUR ADDRESS 404.627.2750					
LM	FCAM	AT	4/14/04	14:44	4/19/04	.00	0/00/00	.00
			LOSS MITIGATION CALL, LEFT MSG ON ANS MACHINE					
PY	PORV	VY	4/15/04	14:44	4/19/04	.00	0/00/00	.00
			PAYOFF RECEIVED EFFECTIVE DATE 04/15/04					
LM	0520	FA	4/16/04	9:23	4/16/04	.00	4/16/04	.00
			RCVD PAYOFF FUNDS IN AMT OF \$42754.88 CC DTD 4/15/04 POSTING APPRVL PENDING, EMLD FC TO CLOSE DRI/REMOVE CODE 08 CC:LM REP					
LM	SAPV	FA	4/16/04	9:26	4/17/04	.00	4/17/04	.00
			SUBMITTED FOR INTERNAL APPROVAL					

DATE: 9/14/06
TIME: 12:08:25

Chase Home Finance LLC
COLLECTION HISTORY PROFILE

SRV869R
PAGE: 28

Loan 0011518347 Inv # 240 Asum:N Stat:P Intk 10.375 Pmt 493.95 Due:10/15/03
JANET WILLIAMS UPB .00 P&I 493.95 TYPE 03
2270 POLAR ROCK AV SW MSG #1:14 #2:43 #3: DEL .00 #PMTS 35
ATLANTA GA 30315 Phone (H) 000-000-0000 (W) 000.0000.000 CP:
=====

CLS	Code	Asn	By	Entered	Time	Target	Amt/Pmt	Cleared	Amt/Pmt
-----	------	-----	----	---------	------	--------	---------	---------	---------

LM	SATP	VZ	VZ	4/16/04	10:21	4/18/04	.00	0/00/00	.00
SUPERVISOR APPROVAL C/O/PAYOFF TO FP									
LM	LMFP	PA	PA	4/16/04	10:33	4/16/04	.00	4/16/04	.00
LOSS MITIGATION FULL PAYOFF									
LM	0186	FA	FA	4/16/04	10:33	4/16/04	.00	4/16/04	.00
TRADELINE REQUESTED: PAID IN FULL									
LM	0066	FA	FA	4/16/04	10:33	4/17/04	.00	0/00/00	.00
REL LIEN APPROVED ON CHARGE OFF BREAKDOWN SHEET									
LM	LPIF	PA	PA	4/16/04	10:33	4/17/04	.00	0/00/00	.00
PAYOFF FUNDS FORWARD TO FINANCIAL PROCESSING									
XX	0176			4/16/04	12	5/16/04	.00	5/16/04	.00
ORDERED PAID IN FULL LETTER									
CS	TRMD	ZQ	ZQ	4/19/04	6:43	5/03/04	.00	5/03/04	.00
CREDIT REPORT DISPUTE RECEIVED RECD ON 4/19/04 0186 PHONE REPORT									
LM	0520	AT	AT	4/19/04	7:12	4/20/04	.00	0/00/00	.00
EMAILED CAMPBELL IN F/C TO REMOVE 08 CODE LOAN PAID IN FULL									
PA	0110	K6	K6	4/19/04	8:52	5/09/04	.00	5/09/04	.00
REQUESTED LEGAL FILE									
DU	APUP			4/23/04	16:15	0/00/00	.00	0/00/00	.00
APTS AP FILE UPDATE ~									
CS	0520	HD	HD	4/26/04	10:27	4/26/04	.00	4/26/04	.00
tt roshanda williams h/o daughter vfi sd recv notice in ws p if wnt to knw who p/o advs will need to hv ronald williams o nly name listed on in as autho call									
LM	BCOR	AT	AT	4/26/04	10:34	4/27/04	.00	4/27/04	.00
BORR CLD/OTHER RESULTS / BORROWER DECEASED ROSHANDA CALLED WANTING TO KNOW WHO PAID OFF LOAN, REFERRED TOPAYOFFS									
CS	0520	03	03	4/26/04	10:42	4/26/04	.00	4/26/04	.00
ADVS ROSHANDA WILLIAMS(DAUGHTER) LOAN PAID OFF THRU LOSS MITIGATION...SHE WANTS TO KNOW IF SHE CAN PURCHASE HOME. REFERRED CALLER TO LOSS MIT.									
LM	FCOR	A9	A9	4/26/04	14:27	4/26/04	.00	0/00/00	.00
LOSS MITIGATION CALL, OTHER RESULTS									

CHF 000056

DATE: 9/14/06
TIME: 12:08:25

Chase Home Finance LLC
COLLECTION HISTORY PROFILE

SRV869R
PAGE: 29

Loan 001518347 Inv # 240 Assn:N Stat:P Inlt 10.375 Pmt 493.95 Due:10/15/03
JANET WILLIAMS UPB .00 P&I 493.95 TYPE 03
2270 POLAR ROCK AV SW MSG #1:14 #2:43 #3: DEL .00 #PMTS 35
ATLANTA GA 30315 Phone (H) 000-000-0000 (W) 000-0000-000 CP:
=====

CLS Code Asn By Entered Time Target Amt/Pmt Cleared Amt/Pmt
recvd call frm heath williams reg tt dave qualls. adv he
was not available. transfrd to voice ml, he aware of transf

LM TREP AT AT 4/28/04 10:25 4/29/04 .00 0/00/00 .00
TRANSFERRED TO REP D QUALLS/ ATTY FOR THIRD PARTY CLAIMING T
O HAVE BOUGHT THE NOTE

PA 0246 RI RI 4/28/04 10:33 4/28/04 .00 0/00/00 .00
DO NOT RELEASE !!! THIS IS A NOTE SALE - FORWARD LGL FILE
TO RICHIE IF IT ARRIVES IN PD ACCTS.

CS CRDC TV TV 5/03/04 7:01 5/03/04 .00 5/03/04 .00
CREDIT DISPUTE COMPLETED
Updated credit bureau's to show loan paid in full.

CS 0520 BW BW 5/03/04 7:35 5/03/04 .00 5/03/04 .00
ROSHANDA WILLIAMS (DAU) CI, SD SHE HAS A BUYER FOR THE HOME
AND WANTS TO KMW WHAT SHE NDS TO DO. ADV IS NOT AN AUTH PRSN
ON THIS LOAN. RONALD W. NEEDS TO CI TO DISCSS ACCT IF HE HAS
ANY QUESTIONS.

LM FCOR AT AT 5/04/04 15:22 5/14/04 .00 0/00/00 .00
LOSS MITIGATION CALL, OTHER RESULTS RONALD WILLIAMS. INFORM
ED JANET LOST HOUSE.

LR LMSR DQ DQ 5/11/04 13:01 5/12/04 .00 5/12/04 .00
LOSS MITIGATION 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.

LR 0520 LL LL 5/18/04 14:33 5/28/04 .00 0/00/00 .00
ordered legal file, good bye letter assignment from doc cont
rol this day - fwd svcing file to mary wears for assignemnt

DC 0246 MW MW 5/20/04 13:16 5/20/04 .00 5/20/04 .00
legal file not located -Pd Accts searched, did not find.Deut
sche Bank shows file shipped to Pd Accts. Request for assn/a
llonge received from Janie Maguire. Provided Lost Note Affid
avit & three assns/allonges as follows - ANB/DBNTC,MORE
Fka BTCCA,NA - DBNTC to CMMC & CMMC to Heath W. Williams,LLC
Returned docs and servicing file to Janie Maguire in interof
fice mail. Advised Janie assns to be recorded in order label

CHF 000057

DATE: 9/14/06
TIME: 12:08:25

Chase Home Finance LLC
COLLECTION HISTORY PROFILE

SRV869R
PAGE: 10

Loan 0011518147 Inv # 240 ASUM:N Stat:P Int:10.375 Pmtc 493.95 Due:10/15/03
JANET WILLIAMS UPB .00 P&I 493.95 TYPE 03
2270 POLAR ROCK AV SW MSG #1:14 #2:43 #3: DEL .00 #PMTS 15
ATLANTA GA 30315 Phone (H) 000-000-0000 (W) 000-0000-000 CP:

=====
Cls Code Asn By Entered Time Target Amt/Pmt Cleared Amt/Pmt
ed.

LR 0520 11 11 5/24/04 14:16 5/28/04 .00 0/00/00 .00
fed ex'd assignment along with lost not affidavit and copies
of docs to atty heath williams tracking # 8413 8974 1038

CHF 000058

DATE: 9/14/06
TIME: 12:08:25
Chase Home Finance LLC
COLLECTION HISTORY PROFILE
SRV869R
PAGE: 31

Loan 0011518347 Inv # 240 Asum:N Stat:P Int# 10.375 Pmt 493.95 Due:10/15/03
JANST. WILLIAMS UPB .00 P&I 493.95 TYPE 03
2270 POLAR ROCK AV SW MSG #1:14 #2:43 #3: DEL .00 HPMTS 35
ATLANTA GA 30315 Phone (H) 000-000-0000 (W) 000-000-0000 CP:
=====

Cls Code Asn By Entered Time Target Amt/Pmt Cleared Amt/Pmt

CS CAC3 DU DU 2/24/05 13:54 2/24/05 .00 2/24/05 .00
CAC
rec'd call from Glen Paul Magnabljon GID 784494.
tt alice chavez w/ dot title
(858) 605-1388 adv tat 5 days for p/o w/ bwr auth.

CS 0520 2D 2D 2/25/05 6:05 2/25/05 .00 2/25/05 .00
frankie young w/chase(726169) transfer alice trevis w/dott
title wanted an p/o demand advsd tht the loan is pif advsd t
ht it is effective for 041504 sd tht sh needs something to s
how that it was pif advsd to fax over auth and request to
614.422.2501

CS 0520 2L ZL 3/09/05 8:22 3/09/05 .00 3/09/05 .00
TT DAWN MORELAND BORR ATTORNEY LAW OFFICE OF MORELAND AND LE
RMAN STATED THE LOAN IS NT REC ADV HIM TO FAX IN A WRITTEN R
Q TO Names on the mortgagePROPERTY ADDR,LOAN # AND THE TITLE
SEARCH TO FAX: (858) 605-7506 ADV I WILL PUT IN RQ TO HAVE
A PAID IN FULL LTR SENT OUT HE STATED THE HOUSE IS SOLD AND
WANTED TO CHANGE THE ADDR ADV WE CAN'T ADV TO FAX HIS RQ TO
THE 858.605.7506 AND ASK FOR A PAID IN FULL LTR TO LIEN RE
LEASE DEPT.

CS PFLR ZL ZL 3/09/05 8:22 3/09/05 .00 3/09/05 .00
PAID IN FULL LETTER REQUESTED
PLEASE SEND A PAID IN FULL LTR TO ADDR ON FILE.

RK PFRJ UU UU 3/11/05 12:48 3/11/05 .00 3/11/05 .00
PAID IN FULL LETTER REJECTED
WE DO NOT SEND PIP LTR ON NOTE SALES (4-28-04)

CS 0520 H5 H5 6/13/05 12:03 6/13/05 .00 6/13/05 .00
Lea Heroux w/dot title cll regarding a pd in full ltr adv ca
n not send a ltr - the bor is deceased adv to submit a reque
st writting w/copy of death cet. and title search and submit
to lein release

CS 0520 AJ AJ 6/21/05 13:40 6/21/05 .00 6/21/05 .00
tt don moreland with law office of moreland and lerman req

EXHIBIT B



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

\ 58

This correspondence is from a debt collector.

CHF 000062

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

V.

Defendants/Third-Party
Plaintiffs,

V.

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.

6.

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.

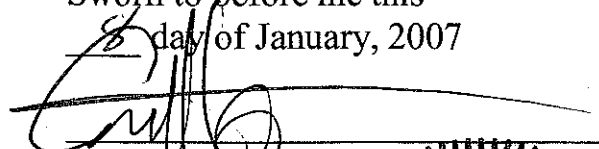
[Signature on following page]

FURTHER AFFIANT SAYETH NOT, this 8th day of January, 2007.



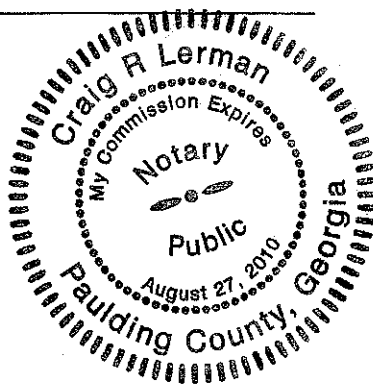
DONALD D. MORELAND

Sworn to before me this
8 day of January, 2007



Notary Public
[seal]

241796.1



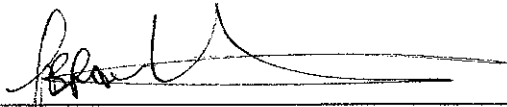
CERTIFICATE OF SERVICE

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 8th day of January, 2007.

By: 

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)