



ProTitle Order# 327619

Reference No: HUD; 87610_ ;Reverse Mortgage Solutions, Inc. or MERS

Property and Ownership Information			
Name	ARTHUR M. HOLT	Completed Date	10/24/2017
		Index Date	10/04/2017
Property Address	1539 VENETIAN DRIVE SW, ATLANTA, GA 30311	Report Type	Full (Two Owner) Search
APN# / Parcel# / PIN#	14 015200010188	County	Fulton
Short Legal Description	LOT 152		
Title Defect Category	Severe Defect - SDOTH - Other - See Alert Field		
Alert Note:	Tax deed and subsequent conveyances have created a cloud as to correct ownership. Two chains of title, all documents found pertaining to the chains have been included, please review. Quiet Title action may be necessary to resolve title issues. James Johnson, 1539 Venetian Trust, Crump Enterprises and Arthur M. Holt, Georgia Asset Resolution Group and WCR Project LLC were searched for liens.		

Vesting Information			
Grantee(s)/Deed Owner	WCR PROJECT LLC, a Georgia limited liability company	Deed Date	04/07/2017
Grantor / Prior Owner	GEORGIA ASSET RESOLUTION GROUP, LLC, a Florida limited liability company	Recorded Date	04/24/2017
Instrument#		Book#	57409
Consideration (\$)		Page#	101
Sale Price(\$)		Deed Type	Quitclaim Deed
Notes	See prior deed, no interest (Chain 1)		

Chain Of Title 1			
Grantee(s)/Deed Owner	Georgia Asset Resolution Group LLC	Deed Date	07/16/2012
Grantor / Prior Owner	Heartwood 16, LLC, a Florida limited liability company	Recorded Date	08/30/2012
Instrument#		Book#	51598
Consideration (\$)		Page#	213
Sale Price(\$)		Deed Type	Quitclaim Deed
Notes	Grantor conveyed their interest acquired by the tax deed; 48256/1 via deed 50748/642. No interest to convey (Chain 1)		

Chain Of Title 2			
Grantee(s)/Deed Owner	ARTHUR M. HOLT, unmarried	Deed Date	01/25/2012
Grantor / Prior Owner	CRUMP ENTERPRISES, LLC	Recorded Date	03/30/2012
Instrument#		Book#	51046
Consideration (\$)		Page#	671
Sale Price(\$)		Deed Type	Warranty Deed
Notes	(Chain 2)		

Chain Of Title 3			
Grantee(s)/Deed Owner	JAMES THOMAS JOHNSON JR	Deed Date	12/30/2011
Grantor / Prior Owner	HEARTWOOD 16, LLC, a Florida Limited Liability Company	Recorded Date	12/30/2011
Instrument#		Book#	50748
Consideration (\$)		Page#	642
Sale Price(\$)		Deed Type	Quitclaim Deed
Notes	Redeems property from tax deed 48256/1, but grantee conveyed their 'interest' at 48522/179 BEFORE the redemption of the tax deed. Affects; (Chain 1) & (Chain 2)		

Chain Of Title 4			
Grantee(s)/Deed Owner	CRUMP ENTERPRISES, LLC	Deed Date	11/01/2011
Grantor / Prior Owner	1539 Venetian Drive Trust, M. Everett, Trustee	Recorded Date	11/28/2011
Instrument#		Book#	50633
Consideration (\$)		Page#	9
Sale Price(\$)		Deed Type	Warranty Deed
Notes	(Chain 2)		

Chain Of Title 5			
Grantee(s)/Deed Owner	1539 VENETIAN TRUST M. EVERETT, TRUSTEE	Deed Date	12/11/2009
Grantor / Prior Owner	JP MORGAN CHASE BANK NATIONAL ASSOCIATION FOR WASHINGTON MUTUAL BANK, FA	Recorded Date	12/30/2009
Instrument#		Book#	48663
Consideration (\$)		Page#	251
Sale Price(\$)		Deed Type	Quitclaim Deed
Notes	(Chain 2)		

Chain Of Title 6			
Grantee(s)/Deed Owner	Washington Mutual Bank, FA	Deed Date	08/15/2009
Grantor / Prior Owner	James T. Johnson, Jr.	Recorded Date	11/10/2009
Instrument#		Book#	48522
Consideration (\$)		Page#	179
Sale Price(\$)		Deed Type	Quitclaim Deed
Notes	(Interest via 46815/163, however tax deed at 48256/1 removes grantor's interest- conveyance invalid) (Chain 2)		



Chain Of Title 7			
Grantee(s)/Deed Owner	1539 Venetian Drive Trust, M. Everett, Trustee	Deed Date	10/01/2009
Grantor / Prior Owner	JP Morgan Chase Bank National Association for Washington Mutual Bank, FA	Recorded Date	10/07/2009
Instrument#		Book#	48426
Consideration (\$)		Page#	5
Sale Price(\$)		Deed Type	Quitclaim Deed
Notes	(Chain 2)		

Chain Of Title 8			
Grantee(s)/Deed Owner	HEARTWOOD 16, LLC	Deed Date	03/03/2009
Grantor / Prior Owner	JAMES THOMAS JOHNSON, JR. by and through Theodore Jackson, Sheriff of Fulton County	Recorded Date	08/06/2009
Instrument#		Book#	48256
Consideration (\$)		Page#	1
Sale Price(\$)		Deed Type	Tax Deed
Notes	(Chain 1; tax deed interest)		

Chain Of Title 9			
Grantee(s)/Deed Owner	James Thomas Johnson, Jr.	Deed Date	05/13/2008
Grantor / Prior Owner	1539 Venetian Drive Trust, M. Everett, Trustee	Recorded Date	06/03/2008
Instrument#		Book#	46815
Consideration (\$)		Page#	163
Sale Price(\$)		Deed Type	Affidavit
Notes	Original warranty deed lost/miss-placed, affidavit recorded to show transfer to grantee.		

Chain Of Title 10			
Grantee(s)/Deed Owner	1539 VENETIAN DR. TRUST, M. Everett, as Trustee	Deed Date	04/29/2004
Grantor / Prior Owner	RED HILL ASSOCIATES, LLC	Recorded Date	05/04/2004
Instrument#		Book#	37509
Consideration (\$)		Page#	481
Sale Price(\$)		Deed Type	Warranty Deed
Notes			



Open Mortgages Information 1			
Borrower	ARTHUR M. HOLT	Date Signed	10/31/2012
Lender	MERS as nominee for American Advisors Group	Date Recorded	11/09/2012
Trustee		Instr Book/Page#	51884 / 175
Mortgage Type	Reverse Mortgage (or DoT)	Original Amount(\$)	150,000.00
Comments		Mortgage Maturity Date	03/28/2093
Related Documents for Mortgage 1			
No assignments found.			

Open Mortgages Information 2			
Borrower	ARTHUR M. HOLT	Date Signed	10/31/2012
Lender	Secretary of Housing and Urban Development	Date Recorded	11/09/2012
Trustee		Instr Book/Page#	51884 / 188
Mortgage Type	Deed of Trust	Original Amount(\$)	150,000.00
Comments		Mortgage Maturity Date	03/28/2093
Related Documents for Mortgage 2			
No assignments found.			

Active Judgments and Liens				
Doc # or Case# or Bk/Pg	Plaintiff's Name	Description	Date Recorded	Amount(\$)
832 / 409	GEORGIA DEPARTMENT OF REVENUE - STATE TAX EXECUTION	STATE TAX LIEN AGAINST JAMES JOHNSON AND JUANITA JOHNSON (State Tax Lien or Warrant)	12/19/2007	1052.68
896 / 539	GEORGIA DEPARTMENT OF REVENUE - STATE TAX EXECUTION	STATE TAX LIEN AGAINST JAMES JOHNSON (State Tax Lien or Warrant)	05/01/2008	402.26
1403 / 244	GEORGIA DEPARTMENT OF REVENUE - STATE TAX EXECUTION	STATE TAX LIEN AGAINST JAMES JOHNSON AND JUANITA JOHNSON (State Tax Lien or Warrant)	01/06/2010	1134.49
2251 / 91	GEORGIA DEPARTMENT OF REVENUE - STATE TAX EXECUTION	STATE TAX LIEN AGAINST JAMES JOHNSON AND JUANITA JOHNSON (Renewed Judgment)	01/17/2012	2251.54
2697 / 136	GEORGIA DEPARTMENT OF REVENUE - STATE TAX EXECUTION	STATE TAX LIEN AGAINST JAMES JOHNSON AND JUANITA JOHNSON (Renewed Judgment)	05/20/2013	1052.68
2279 / 616	GEORGIA DEPARTMENT OF REVENUE - STATE TAX EXECUTION	STATE TAX LIEN AGAINST JAMES JOHNSON AND JUANITA JOHNSON (Renewed Judgment)	06/03/2013	887.20
1407 / 300	ASSET ACCEPTANCE AGN	JUDGMENT AGAINST JAMES T JOHNSON (Civil Judgment)	01/15/2010	6558.94
1450 / 570	THE STATE OF GEORGIA AND FULTON COUNTY	TAX LIEN AGAINST JAMES T JOHNSON (Tax Lien (Real Estate))	02/10/2010	646.20
2965 / 4	GEORGIA DEPARTMENT OF REVENUE - STATE TAX EXECUTION	STATE TAX LIEN AGAINST JAMES JOHNSON (Renewed Judgment)	03/27/2014	402.26
3311 / 134	GEORGIA DEPARTMENT OF REVENUE - STATE TAX EXECUTION	STATE TAX LIEN AGAINST JAMES JOHNSON AND JUANITA JOHNSON (Renewed Judgment)	04/03/2015	1134.49
983 / 380	THE CITY OF ATLANTA, GEORGIA	UTILITY LIEN AGAINST ONE FIVE THREE NINE VENETIAN (ASSIGNMENT 1027/132, RECORDED 11/05/2008) (Water/Sewer/Utilities)	10/01/2008	531.70
983 / 381	THE CITY OF ATLANTA, GEORGIA	UTILITY LIEN AGAINST ONE FIVE THREE NINE VENETIAN (ASSIGNMENT 1027/482, RECORDED 11/05/2008) (Water/Sewer/Utilities)	10/01/2008	485.37
1153 / 319	THE CITY OF ATLANTA, GEORGIA	TAX LIEN AGAINST ONE FIVE THREE NINE VENETIAN (Tax Lien (Real Estate))	05/19/2009	1660.95

Property Tax Status					
Tax Year	Jurisdiction	Installment	Property Tax Status	Date (Due Paid)	Amount(\$)
2016	Combined	Annual	Exempt	09/30/2016	0.00
2016	Combined	Annual	Paid	09/30/2016	14.33

No prior years delinquent taxes found.

Treasurer's Phone Number:



Property Tax Assessment				
Tax Year	Land Value(\$)	Improvements(\$)	Home Exemp(\$)	Total Assessed(\$)
2017				11,400.00

Additional Information
N/A

This title search report was performed in accordance with generally accepted standards. This report may not contain information affecting above real estate property that can not be indexed due to different spelling of owner's name or incorrectly recorded parcel number or recorder clerk error. The Report covers only liens of record found during the period of the search and only covers county related matters and does not include any code enforcement, demolition or township liens unavailable at the county level. ProTitleUSA is not responsible for any chain of title defects and chain of title breaks and only reports what is recorded in the public records.



Recent Sales in Neighborhood	Previous Parcel	Next Parcel	Field Definitions	Return to Main Search	Fulton Home
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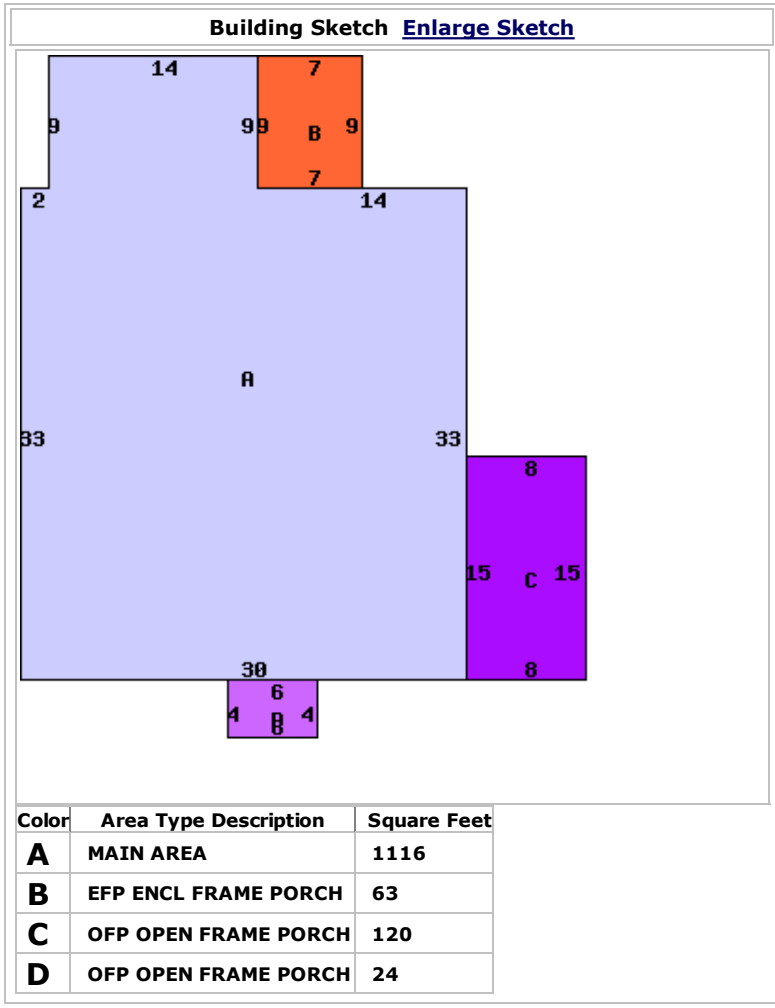
Owner and Parcel Information			
Owner Name	HOLT ARTHUR M	Today's Date	October 24, 2017
Mailing Address	1539 VENETIAN DR ATLANTA, GA 30311	Parcel Number	14 015200010188
Location Address	1539 VENETIAN DR	Tax District	05
Legal Description	R4	Zoning	R4
Property Class	R3-Residential Lots	Acres	0.1588
Neighborhood	1456	Parcel Map	Show Parcel Map
Legal Description		Homestead	Y Exemption Codes: HA43F HF10F HA43F HF10F

Assessment Information		Show Historical Assessments	2017 Assessment Notice	Corrected 2017 Notice		
Year	LUC	CLASS	Land Value	Building Value	Total Value	Assessed Value
2017	101	R3	\$ 5,900	\$ 22,600	\$ 28,500	\$ 11,400

Land Information					
Land Type	Land Code	Description	Square Feet	Acreage	Price
S	1		6,916	0.1588	\$ 5,880

Improvement Information								
Card	Stories	Exterior Wall	Style	Year Built	Res Sq Ft	Basement	Total Bsmt Sqft	Finished Bsmt Sqft
1	1	ALUMINUM/VINYL	CONVENTIONAL	1947	1,116	FULL		
Garage Sqft	Garage Type	Total Rooms	Bedrooms	Full Bath/Half Bath	Attic	Additional Fixtures	Heating System	Heat
		5	2	1/0	NONE	2	WARM AIR	CENTRAL
Total Fixtures	Masonry Fireplaces	Heating Fuel Type	Pre Fab Fireplace	Split Level/Foyer	Miscellaneous Feature	Miscellaneous Feature 2		
5		GAS						

Grade Factor: C 1 Cost/Design Factor: 0% CDU: GD



Accessory Information

Description	Year Built	Area	Grade	Value
DET F GR	1960	19 X 25 475	E	\$ 2,262

Sale Information								
Sale Date	Sale Price	Instrument	Deed Book	Deed Page	Sale Qualification	Validity	Grantee	Grantor
2017-04-07	\$ 7,662		57409	101	Unqualified	9-Unvalidated/Deed Stamps	WCR PROJECT LLC	GEORGIA ASSET RESOLUTION GROUP LLC
2012-07-16			51598	213	Unqualified	T-Sale < = 1000	GEORGIA ASSET RESOLUTION GROUP LLC	HEARTWOOD 16, LLC
2012-01-25	\$ 41,000		51046	671	Unqualified	0-Valid Sale	HOLT ARTHUR M	CRUMP ENTERPRISES, LLC
2011-11-23			50748	642	Unqualified	T-Sale < = 1000	JOHNSON JAMES THOMAS JR	HEARTWOOD 16 LLC
2011-11-17	\$ 16,000		50633	9	Unqualified	RE-REO/BANK TO NON-FINANCIAL	CRUMP ENTERPRISES LLC	1539 VENTIAN DRIVE TRUST
2009-12-11			48663	251	Unqualified	T-Sale < = 1000	FIFTEEN THREE NINE VENETIAN DR TRUST	WASHINGTON MUTUAL BANK, PA
2009-10-06			48426	5	Unqualified	T-Sale < = 1000	FIFTEEN THIRTY NINE VENETIAN DRIVE TRUST	JP MORGAN CHASE BANK NA FOR WASHINGTON M
2009-08-15			48522	179	Unqualified	T-Sale < = 1000	WASHINGTON MUTUAL BANK FA	JOHNSON JAMES T JR
2009-03-03	\$ 6,875		48256	1	Unqualified	9-Unvalidated/Deed Stamps	HEARTWOOD SIXTEEN LLC	JOHNSON JAMES THOMAS JR
2004-04-29			46815	163	Unqualified	T-Sale < = 1000	JOHNSON JAMES T	ONE FIVE THREE NINE VENETIAN DR SW
2004-04-29	\$ 55,000	LW	37509	481	Unqualified	5-Liquidation / Foreclosure	ONE FIVE THREE NINE VENETIAN	RED HILL ASSOC LLC
1999-11-02		TRUSTEES DEED	28047	175	Unqualified	T-Sale < = 1000	RED HILL ASSOCIATES L L C	BARRETT JACQUELYN H
1999-11-02	\$ 16,424	TRUSTEES DEED	28047	174	Unqualified	T-Sale < = 1000	RED HILL ASSOCIATES LLC	BARRETT JACQUELYN H
1996-03-13	\$ 48,000		21027	289	Unqualified	9-Unvalidated/Deed Stamps		
1994-09-15	\$ 18,900		18986	76	Unqualified	8-Not Typical of Market Conditions		
1984-05-29	\$ 45,700		09009	457	Unqualified	9-Unvalidated/Deed Stamps		

Recent Sales in Neighborhood	Previous Parcel	Next Parcel	Field Definitions	Return to Main Search Page	Fulton Home
Recent Sales in Area					

Fulton County makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. Assessment information for all tax parcels included in this data is for the current tax year which began January 1st of this calendar year. Value and characteristic parcel data on this site does not reflect changes due to documents recorded after January 1st however sales information may be displayed to show recent sales. Website Updated: October 24, 2017

DETAILED TAX SUMMARY



City of Atlanta/Fulton

TAX YEAR: 2016

Owner Name
HOLT ARTHUR M

Parcel Identification
14 -0152-0001-018-8

Account Number
1397502

Property Location
1539 VENETIAN DRIVE SOUTHWEST

Tax District
05 - ATLANTA

Fair Market Value
28,500

Assessed Value
11,400

Temporary Assessment
Not Found

City Exemption: Atlanta H04 + New Aged

County Exemption: Fulton O/A + L1 + L2

Levies	Assessment	Exemptions	Net Assessment	X	Net Rate	State Credit	TAX
Fulton Cycle							
FULTON BONDS	11,400	11400	0	X	.000250	\$0.00	\$0.00
FULTON OPER	11,400	11400	0	X	.010450	\$0.00	\$0.00
INTEREST							\$0.00
PENALTIES/FEES							\$0.00
Last Payment: Not Found			Total Amount Billed				\$0.00
			Less Amount Paid				\$0.00
			Total Due				\$0.00
City of Atlanta/Fulton Cycle							
ATLANTA BONDS	11,400	1720	9,680	X	.001480	\$0.00	\$14.33
ATLANTA GENERAL	11,400	11400	0	X	.008880	\$0.00	\$0.00
ATLANTA PARKS	11,400	11400	0	X	.000500	\$0.00	\$0.00
ATLANTA SCHOOL BOND	11,400	11400	0	X	.000025	\$0.00	\$0.00
ATLANTA SCHOOL	11,400	11400	0	X	.021715	\$0.00	\$0.00
INTEREST							\$0.00
PENALTIES/FEES							\$0.00
Last Payment: 9/30/2016			Total Amount Billed				\$14.33
			Less Amount Paid				\$14.33
			Total Due				\$0.00

Property owners with current legal matters, such as bankruptcy or foreclosure, must contact the Tax Commissioner's office at (404) 613-6100 for the official balance due on their parcel(s).

[Return to Tax Bill](#) | [Return to Search Results](#)

After recording, return to:

WCR Project LLC
2221 D Peachtree Road, #220
Atlanta, GA 30309

CLERK: PLEASE CROSS REFERENCE:
DEED BOOK 51598, PAGE 213

STATE OF GEORGIA
COUNTY OF FULTON

QUITCLAIM DEED

THIS INDENTURE, made the 7th day of April, 2017, between **GEORGIA ASSET RESOLUTION GROUP, LLC**, a Florida limited liability company, as party of the first part, hereinafter called Grantor, and **WCR PROJECT LLC**, a Georgia limited liability company, as party of the second part, hereinafter referred to as Grantee. The words "Grantor" and "Grantee" shall include their respective heirs, successors and assigns where the context requires or permits.

WITNESSETH THAT: Grantor, for good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, has granted, bargained, sold, transferred, alienated, conveyed and confirmed, and by these presents does grant, sell, transfer, alienate, convey and confirm unto the said Grantee all right, title and interest of Grantor in:

All that tract or parcel of land located in Land Lot 152 of the 14th District of Fulton County, Georgia, which property has the address of 1539 Venetian Drive S.W., Atlanta, Fulton County, Georgia, according to the present system of numbering streets in that area, and has the Tax Parcel ID Number 14-0152-0001-018-8, per the records of the Fulton County Tax Commissioner and plat maps of the Fulton County Tax Assessor's office.

The intent and purpose of this deed is to transfer all of Grantor's interest, if any, in and to the above-described property.

THIS DEED IS GIVEN FOR THE INTENT AND PURPOSE OF CONVEYING ALL OF THE GRANTOR'S RIGHT, TITLE AND INTEREST IN THE PROPERTY ACQUIRED BY VIRTUE OF THAT CERTAIN QUITCLAIM DEED RECORDED ON AUGUST 30, 2012, IN DEED BOOK 51598, PAGE 213, FULTON COUNTY, GEORGIA RECORDS.

TO HAVE AND TO HOLD the said property, tract or parcel of land, with all and singular the rights, members and appurtenances thereof.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year first above written.

GEORGIA ASSET RESOLUTION GROUP, LLC

By:  (SEAL)
Brett Lockwood, as Manager

Signed, sealed and delivered in the presence of:



Witness:


Notary Public

[NOTARY SEAL]



After recording, return to:

Brett Lockwood
1230 Peachtree Street, N.E., Suite 3100
Atlanta, Georgia 30309

CLERK: PLEASE CROSS REFERENCE:
DEED BOOK 48256, PAGE 1

STATE OF GEORGIA
COUNTY OF FULTON

QUITCLAIM DEED

THIS INDENTURE, made the 16th day of July, 2012, between **Heartwood 16, LLC**, a Florida limited liability company, as party of the first part, hereinafter called Grantor, and **Georgia Asset Resolution Group LLC**, as party of the second part, hereinafter referred to as Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH THAT: Grantor, for good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, has granted, bargained, sold, transferred, alienated, conveyed and confirmed, and by these presents does grant, sell, transfer, alienate, convey and confirm unto the said Grantee all right, title and interest of Grantor in:

All that tract or parcel of land lying located in Fulton County, Georgia, which property has the address of 1539 Venetian Drive SW, Atlanta, Georgia, according to the present system of numbering streets in that area, and has the tax parcel ID number 14 -0152-0001-018-8 per records of the Fulton County Tax Commissioner and plat maps of the Fulton County Tax Assessors office.

Dist: 14 LL: 0152

The intent and purpose of this deed is to transfer all of Grantor's interest, if any, in and to the above-described property.

THIS DEED IS GIVEN FOR THE INTENT AND PURPOSE OF CONVEYING ALL OF THE GRANTOR'S RIGHT, TITLE AND INTEREST IN THE PROPERTY ACQUIRED BY VIRTUE OF THAT CERTAIN TAX DEED RECORDED ON AUGUST 6, 2009 IN DEED BOOK 48256, PAGE 1, FULTON COUNTY, GEORGIA, RECORDS.

TO HAVE AND TO HOLD the said property, tract or parcel of land, with all and singular the rights, members and appurtenances thereof.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year first above written.

Heartwood 16, LLC (SEAL)

By: *Cathelene Robinson*
Title: *Vice President*

Signed, sealed and delivered in the presence of:

Sheryl Ann
Witness: *Sheryl Ann*

Ada Hurtado
Notary Public *Ada Hurtado*

[NOTARY SEAL]



After Recording, Please Return To:
STEVENS & STEVENS, LLC
6065 Roswell Road, Ste. 880
Atlanta, GA 30328

FILE #: 12-020

STATE OF GEORGIA

COUNTY OF FULTON

WARRANTY DEED

THIS INDENTURE, Made the 25th day of January, in the year **Two Thousand Twelve (2012)**, between **CRUMP ENTERPRISES, LLC**, as party or parties of the first part, hereinafter called Grantor, and **ARTHUR M. HOLT**, unmarried, 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 NO/100 DOLLARS (\$10.00) AND OTHER GOOD AND VALUABLE CONSIDERATION, in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened and conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee, the following described property:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

THIS CONVEYANCE is made subject to all zoning ordinances, easement and restrictions of record affecting said described property.

TO HAVE AND TO HOLD the said described property, with all and singular the rights, members and appurtenances hereof, 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 said described property unto the said Grantee against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year above written

R Delawalla
Witness

Tiffany Starving
Notary Public



CRUMP ENTERPRISES, LLC

By [Signature]
is President



(Seal)

Exhibit "A"

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 152 OF THE 14TH DISTRICT, FULTON COUNTY, GEORGIA, BEING LOT 4, BLOCK G, WILLOWBROOK ESTATES, AS PER PLAT RECORDED IN PLAT BOOK 13, PAGE 172, FULTON COUNTY, GEORGIA RECORDS, WHICH PLAT IS INCORPORATED INTO THIS LEGAL DESCRIPTION HEREIN BY REFERENCE THERETO. THIS DEED IS GIVEN SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

BEING IMPROVED PROPERTY KNOWN AS 1539 VENETIAN DRIVE, SW, ATLANTA, GEORGIA 30311 ACCORDING TO THE PRESENT SYSTEM OF NUMBERING HOUSES IN FULTON COUNTY, GEORGIA.

NOTE TO CLERK
Please Cross-Reference
To Deed Book 48256, Page 1

PARCEL ID 14-0152-0001-018-8
DIST 14, LAND LOT 152

After recording, return to

1266 West Paces Ferry Rd
Box #517
Atlanta, GA 30327

QUITCLAIM DEED

THIS INDENTURE is made this ____ day of December 2011 by and between HEARTWOOD 16, LLC, a Florida Limited Liability Company (hereinafter referred to as "Grantor") and JAMES THOMAS JOHNSON JR (hereinafter referred to as "Grantee")

WITNESSETH

FOR AND IN CONSIDERATION of the sum of, Ten Dollars 00/100 cents (\$10.00), Grantor hereby remises, releases, and forever quit claims to Grantee, its successors and assigns, all the right, title, interest, claim or demand which Grantor has or may have had in and to all that tract of parcel of land lying and being in Land Lot 152 of the 14th District, of Fulton County, Georgia, described as follows

That tract or parcel of land conveyed by deed to Grantee recorded at Deed Book 46815, Page 166, Plat and Deed are a part hereof excluding rights-of-way and easements. Improved property is known as 1539 Venetian Drive SW and Tax Parcel ID # 14-0152-0001-018-8 per records of the Fulton County Tax Commissioner and Tax Assessors

THE PURPOSE OF THIS QUIT-CLAIM DEED IS TO CONVEY ANY RIGHT, TITLE, AND INTEREST OF GRANTOR IN THE SUBJECT PROPERTY PURSUANT TO THAT CERTAIN TAX DEED ISSUED BY THE SHERIFF OF FULTON COUNTY ON OR ABOUT MARCH 3, 2009, RECORDED AT DEED BOOK 48256, PAGE 1

This Quitclaim Deed has been executed and delivered for and in consideration of the redemption price as fixed by Georgia law, which has been paid by Stevens & Associates on behalf of Fifteen Three Nine Venetian Drive Trust

TO HAVE AND TO HOLD the said described premises, unto Grantee, its successors and assigns, so that neither Grantor nor any other person or persons claiming under it, shall at any time claim or demand any right, title, or interest to the aforesaid described premises or its appurtenances

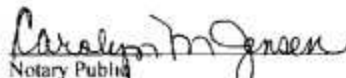
IN WITNESS, Grantor has caused its duly authorized officers to execute this document, on the day and year first above written


As to Grantor signed,
sealed and delivered
in the presence of

GRANTOR


J. Woodson
Unofficial Witness

Heartwood 16, LLC,


Carolyn M. Jensen
Notary Public

By 



After Recording, Please Return To:
STEVENS & STEVENS, LLC
6065 Roswell Road, Suite 880
Atlanta, GA 30328

FILE #: 11-829

STATE OF GEORGIA

COUNTY OF FULTON

WARRANTY DEED

THIS INDENTURE, Made the 17th day of November, in the year Two Thousand Eleven (2011), between 1539 Venetian Drive Trust, M. Everett, Trustee, as party or parties of the first part, hereinafter called Grantor, and CRUMP ENTERPRISES, LLC, 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 NO/100 DOLLARS (\$10.00) AND OTHER GOOD AND VALUABLE CONSIDERATION, in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened and conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee, the following described property:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

THIS CONVEYANCE is made subject to all zoning ordinances, easement and restrictions of record affecting said described property.

TO HAVE AND TO HOLD the said described property, with all and singular the rights, members and appurtenances hereof, 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 said described property unto the said Grantee against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year above written

R. Delawalla
Witness

[Signature]
Notary Public

1539 Venetian Drive Trust
M. Everett, Trustee

[Signature] (Seal)

(Seal)



Exhibit "A"

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 152 OF THE 14TH DISTRICT, FULTON COUNTY, GEORGIA, BEING LOT 4, BLOCK G, WILLOWBROOK ESTATES, AS PER PLAT RECORDED IN PLAT BOOK 13, PAGE 172, FULTON COUNTY, GEORGIA RECORDS, WHICH PLAT IS INCORPORATED INTO THIS LEGAL DESCRIPTION HEREIN BY REFERENCE THERETO. THIS DEED IS GIVEN SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

BEING IMPROVED PROPERTY KNOWN AS 1539 VENETIAN DRIVE, SW, ATLANTA, GEORGIA 30311 ACCORDING TO THE PRESENT SYSTEM OF NUMBERING HOUSES IN FULTON COUNTY, GEORGIA.

STATE OF GEORGIA
COUNTY OF FULTON

GIRARDOT & ASSOC, P.C.
24 Lenox Pointe
Atlanta, Ga. 30324

QUIT CLAIM DEED

This indenture made this 11th day of December, 2009, by and between

**JP MORGAN CHASE BANK NATIONAL ASSOCIATION FOR
WASHINGTON MUTUAL BANK, FA**
as party or parties of the first part, hereinafter referred to as "Grantor", and
**1539 VENETIAN DRIVE TRUST
M. EVERETT, TRUSTEE**

as party or parties of the second part hereinafter referred to as "Grantee", the words "Grantor" and "Grantee" to include the neuter, masculine and feminine genders, the singular and the plural;

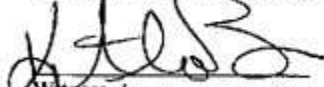
WITNESSETH:

FOR AND IN CONSIDERATION of the sum of One Dollar and other good and valuable consideration delivered to Grantor by Grantee at and before the execution, sealing and delivery hereof, the receipt and sufficiency of which is hereby acknowledged, the Grantor has and hereby does remise, release, convey and forever quitclaim unto Grantee and the heirs, legal representatives, successors and assigns of Grantee

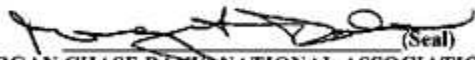
**SUBJECT PROPERTY KNOWN AS
1539 VENETIAN DRIVE, ATLANTA, GA. 30311
AS MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO
AND MADE A PART HEREOF.**

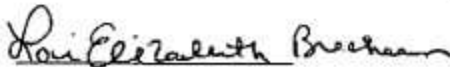
TO HAVE AND TO HOLD said tract or parcel of land in order that neither the Grantor nor any person claiming under Grantor shall at any time, by any means or ways, have, claim, or demand any right or title to said land or any of the rights, members and appurtenances thereof.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year first above written.


Witness

Krista A. Barnes

 (Seal)
JP MORGAN CHASE BANK, NATIONAL ASSOCIATION,
AS PURCHASER OF THE LOANS AND OTHER ASSETS OF
WASHINGTON MUTUAL BANK, FROM THE FEDERAL DEPOSIT
INSURANCE CORPORATION
BY: Margaret Dalton
TITLE: Vice President


Notary Public

(Seal)

LORI ELIZABETH BRECHEEN
Notary Public, State of Florida
My comm. exp. Apr. 12, 2011
Comm. No. DD 662699

EXHIBIT "A"

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 152 of the 14th District, Fulton County, Georgia, being Lot 4, Block G, Willowbrook Estates, as per Plat recorded in Plat Book 13, Page 172, Fulton County Records, which Plat is incorporated into this legal description herein by reference thereto. This deed is given subject to all easements and restrictions of record, if any.

RETURN TO:
SMITH DIMENT CONERLY, LLP
C/o Richard A. Diment, Esq.
412 Adamson Square
Carrollton, GA 30117

*Clerk: Please cross
reference Deed Book 46815
Page 163*

QUITCLAIM DEED

THIS INDENTURE, made this 15th day of August, 2008, between James T. Johnson, Jr. (the "Grantor") of the County of Fulton, State of Georgia, as party of the first part, and Washington Mutual Bank, FA (the "Grantee"), as party of the second part (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 One and No/100 Dollars (\$1.00) and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and forever QUITCLAIM unto the said Grantee all that tract or parcel of land which is more particularly described and incorporated herein by this reference (the "Property").

LEGAL DESCRIPTION:

ALL THAT TRACT or parcel of land lying and being in Land Lot 152 of the 14th District of Fulton County, Georgia, being Lot 4, Block G of Willow Brook Estates, per plat of survey recorded in Plat Book 13, Page 172, Fulton County, Georgia Records, said plat is incorporated herein by reference. Said Property is known as 1539 Venetian Drive, S.W., Atlanta, Georgia 30311.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to Grantee so that neither Grantor or any other person or persons claiming under Grantor shall at any time, by any means or ways, have, claim or demand any right, title or interest to the above tract or parcel of land, its appurtenances or any rights thereof.

IN WITNESS WHEREOF, the Grantor has caused this deed to be signed, sealed and delivered the day and year first above-written.

Signed, sealed and delivered
in the presence of:

[Signature]
Unofficial Witness

[Signature] (seal)
James T. Johnson, Jr.

[Signature]
Notary Public
My Commission Expires



*Clerk: Please cross reference
Deed Book 46815
Page 163*

RETURN TO:
SMITH DIMENT CONERLY, LLP
C/o Richard A. Diment, Esq.
412 Adamson Square
Carrollton, GA 30117

QUITCLAIM DEED

THIS INDENTURE, made this 1st day of October, 2009, between JP Morgan Chase Bank National Association for Washington Mutual Bank, FA (the "Grantor") as party of the first part, and 1539 Venetian Drive Trust, M. Everett, Trustee (the "Grantee"), as party of the second part (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 One and No/100 Dollars (\$1.00) and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and forever QUITCLAIM unto the said Grantee all that tract or parcel of land which is more particularly described and incorporated herein by this reference (the "Property").

LEGAL DESCRIPTION:

ALL THAT TRACT or parcel of land lying and being in Land Lot 152 of the 14th District of Fulton County, Georgia, being Lot 4, Block G of Willow Brook Estates, per plat of survey recorded in Plat Book 13, Page 172, Fulton County, Georgia Records, said plat is incorporated herein by reference. Said Property is known as 1539 Venetian Drive, S.W., Atlanta, Georgia 30311.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to Grantee so that neither Grantor or any other person or persons claiming under Grantor shall at any time, by any means or ways, have, claim or demand any right, title or interest to the above tract or parcel of land, its appurtenances or any rights thereof.

IN WITNESS WHEREOF, the Grantor has caused this deed to be signed, sealed and delivered the day and year first above-written.

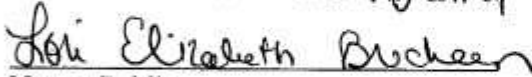
Signed, sealed and delivered
in the presence of:

JPMorgan Chase Bank, National Association,
as purchaser of the loans and other assets of
Washington Mutual Bank, formerly known as
Washington Mutual Bank, FA (the "Savings
Bank") from the Federal Deposit Insurance
Corporation, acting as receiver for the Savings
Bank and pursuant to its authority under the
Federal Deposit Insurance Act, 12 U.S.C. §
1821(d).

By:  (SEAL)

Its: Vice President


Unofficial Witness Pamela K. Conley



Notary Public

My Commission Expires: 4-12-2011

LORI ELIZABETH BRECHEEN
Notary Public, State of Florida
My comm. exp. Apr. 12, 2011
Comm. No. DD 662699

When recorded, please return to:

Heartwood 16, LLC
1266 West Paces Ferry Road
Box #517
Atlanta, GA 30327

NOTE TO CLERK:
Please Cross-reference only to
Deed Book 46815, Page 166.

TPID: 14-0152-0001-018-8

STATE OF GEORGIA
COUNTY OF FULTON

TAX DEED

This indenture (the "Deed") made this 3RD day of MARCH, 2009, by and between JAMES THOMAS JOHNSON, JR., ("Owner") by and through Theodore Jackson, not individually, but in his official capacity as the Sheriff of Fulton County, (hereinafter "Grantor") and HEARTWOOD 16, LLC., (hereinafter "Grantee").

WHEREAS, in the obedience to certain writ(s) of Fieri Facias, issued from the Tax Commissioner of Fulton County, which writ are/is more particularly described in Schedule "A" below, on the date which is shown in Schedule "A" below as the "Sale Date", during the legal hours of sale, Grantor did expose for sale at public outcry to the highest bidder for cash before the courthouse door in Fulton County, Georgia, the Property (as hereinafter defined), at which sale Grantee was the highest and best bidder for the sum shown in Schedule "A" as the "Sale Price" (hereinafter the "Sale Price"), and the Property was then and there knocked off to Grantee for said sum. Said sale was made after advertising the time, place, and terms thereof in the Fulton County Daily Report, published in Atlanta, Georgia, in the aforesaid county, and being the publication in which Sheriff's advertisements for said county are now published, once a week for four weeks prior to said sale, and said advertisement in all respects complied with the requirements of Code Section 9-13-140 of the Official Code of Georgia Annotated. Notice of the time, place, and terms of the sale of the Property was given pursuant to Code Section 48-4-1 of the Official Code of Georgia Annotated. Said sale was made for the purpose of paying ad valorem taxes owed, the interest and penalties on said taxes, and the expenses of the sale, all of which were mature and payable because of failure to pay same interest and penalties on said taxes, and the expenses of the sale, all of which were mature and payable because of failure to pay same when due.

NOW THEREFORE, in consideration of the sum of the sale price as stated in Schedule "A", receipt of which is hereby acknowledged, Grantor does hereby bargain, sell, and convey unto Grantee, its successors and assigns, so far as the office of Grantor authorizes her, the following described property (herein referred to as the "Property"); to wit:

All that tract or parcel of land lying and being in Fulton County, Georgia and being more particularly described on Schedule "A" below and by this reference made a part hereof.

TO HAVE AND TO HOLD the Property unto Grantee, its successors and assigns in fee simple.

IN WITNESS WHEREOF, Grantor has signed and sealed this Deed as of the day and year first above written.

GRANTOR:

JAMES THOMAS JOHNSON, JR.
(Owner)
By and through

Theodore Jackson
Theodore Jackson
Sheriff of Fulton County

(SEAL)

Deed Book 48256 Pg 1
Filed and Recorded Aug-06-2009 03:44pm
2009-0233886
Real Estate Transfer Tax \$0.00
Cathelene Robinson
Clerk of Superior Court
Fulton County, Georgia

Signed, sealed, and delivered
in the presence of

C. Jones

Unofficial Witness

James H. King

Notary Public

Commission Date:

(NOTARIAL SEAL)

Notary Public, DeKalb County, Georgia
My Commission Expires Oct 9, 2010

SCHEDULE "A"

FI FA: Recorded at BOOK 00158, PAGE 069, General Execution Docket, Fulton County, and transferred to VESTA HOLDINGS as NOMINEE for HEARTWOOD 16, INC, at BOOK 178, PAGE 273, General Execution Docket, Fulton County.

FI FA: Recorded at BOOK 00200, PAGE 450, General Execution Docket, Fulton County, and transferred to VESTA HOLDINGS as NOMINEE for HEARTWOOD 16, INC, at BOOK 230, PAGE 670, General Execution Docket, Fulton County.

FI FA: Recorded at BOOK 00423, PAGE 263, General Execution Docket, Fulton County, and transferred to VESTA HOLDINGS as NOMINEE for HEARTWOOD 16, INC, at BOOK 551, PAGE 5, General Execution Docket, Fulton County.

FI FA: Recorded at BOOK 00423, PAGE 264, General Execution Docket, Fulton County, and transferred to VESTA HOLDINGS as NOMINEE for HEARTWOOD 16, INC, at BOOK 551, PAGE 6, General Execution Docket, Fulton County.

FI FA.: Recorded at BOOK 00371, PAGE 485, General Execution Docket, Fulton County, and transferred to VESTA HOLDINGS as NOMINEE for HEARTWOOD 16, INC, at BOOK 572, PAGE 619, General Execution Docket, Fulton County.

FI FA.: Recorded at BOOK 983, PAGE 380, General Execution Docket, Fulton County, and transferred to VESTA HOLDINGS as NOMINEE for HEARTWOOD 16, INC, at BOOK 1027, PAGE 132, General Execution Docket, Fulton County.

FI FA.: Recorded at BOOK 983, PAGE 381, General Execution Docket, Fulton County, and transferred to VESTA HOLDINGS as NOMINEE for HEARTWOOD 16, INC, at BOOK 1027, PAGE 482, General Execution Docket, Fulton County.

SALES PRICE: \$6,874.55
SALE DATE: 3/3/2009
TAX YEARS: 2004, 2005, 2006, 2007
SHERIFF'S SALE NO: 0309-23398

Description of Property

That tract or parcel of land conveyed by deed to JAMES THOMAS JOHNSON, JR. Recorded at BOOK 46815, PAGE 166 per Records of Fulton County, Georgia. Property known as 1539 VENETIAN DR SW and Tax Parcel ID: 14-0152-0001-018-8 per records of the Fulton County Tax Commissioner and plat maps of the Fulton County Tax Assessors office.

TOGETHER WITH all right, title, and interest running with the above-described property; AND TOGETHER with all rights, members, privileges and easements appurtenant thereto.

[NOTE TO CLERK: PLEASE CROSS-REFERENCE TO THIS DEED].

Deed Book 48256 Pg 2
Cathelene Robinson
Clerk of Superior Court
Fulton County, Georgia

AFFIDAVIT OF LOST SECURITY DEED
FILED PURSUANT TO O.C.G.A. § 44-2-20

RE: JAMES T. JOHNSON
WASHINGTON MUTUAL BANK and/or its successors and assigns as their interest
may appear

Re: ALL THAT TRACT OF LAND LYING AND BEING IN LAND LOT
152 THE 14TH DISTRICT OF FULTON COUNTY, GEORGIA, BEING
LOT 4, BLOCK G OF WILLOW BROOK ESTATES AS PER PLAT
RECORDED IN PLAT BOOK 13, PAGE 172, IN THE OFFICE OF
THE CLERK OF SUPERIOR COURT OF FULTON COUNTY,
GEORGIA DEED RECORDS.

THE AFORESAID PLAT IS INCORPORATED HEREIN BY REFERENCE
FOR A MORE COMPLETE DESCRIPTION.

Address: 1539 Venetian Drive, S.W., Atlanta, Georgia 30311

Notes to Clerk: (a) Please cross-reference this instrument to the following:

1. Limited Warranty Deed from Red Hill Associates, LLC to 1539 Venetian Dr.
Trust, M. Everett, as Trustee, dated April 29, 2004, recorded on May 4, 2004 in
Deed Book 37509, Page 481 in the Office of the Clerk of the Superior Court of
Fulton County, Georgia.

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

Tracey Brown, who, after being duly sworn, deposes and on oath says:

1.

I am over eighteen (18) years of age and am competent to give this affidavit, and I have
personal knowledge of the facts set forth herein.

2.

I am the Section manager of Washington Mutual Bank. ("Washington Mutual").

Washington Mutual is engaged in the business of mortgage lending.

3.

I make this sworn affidavit and file it of record in the Office of the Clerk of the Superior Court of Fulton County, Georgia, to provide notice of Washington Mutual's claim to a first position security interest in the captioned property (the "Subject Property"), and all improvements thereon.

4.

James T. Johnson ("Johnson") acquired title to the Subject Property by a Warranty Deed from 1539 Venetian Drive Trust, M. Everett, Trustee, dated May 7, 2004 at a closing conducted by the Reagan & Associates law firm ("the Warranty Deed"). The Warranty Deed was lost and/or misplaced and, thus, never recorded in the real estate records of Fulton County. A true and correct copy of the Warranty Deed is attached hereto as Exhibit "A" and made a part hereof by reference.

5.

Washington Mutual funded a purchase money loan to Johnson in the principal amount of \$288,000.00.

6.

In consideration for the loan, and to secure repayment of said loan, Johnson executed a promissory note and security deed in the Subject Property in favor of Washington Mutual (the "Washington Mutual Security Deed"). A copy of the Washington Mutual Security Deed is attached hereto as Exhibit "B" and made a part hereof by reference.

7.

The Washington Mutual Security Deed was lost and/or misplaced, and thus, never recorded in the real estate records of Fulton County, Georgia, and efforts are being made to rectify the problem.

8.

This Affidavit is given to notify prospective purchasers and interest holders of Washington Mutual's claim of title interest in the property as set forth hereinabove.

FURTHER AFFIANT SAITH NOT.

This 13 day of May, 2008.

Tracy Brown

Tracy Brown
Manager

Sworn to and subscribed before me
This 13 day of May, 2008.

Gordon Feldman
Unofficial Witness

Monica Fayne
Notary Public

My commission expires: 3-27-12

MONICA FAYNE
Notary Public, State of Florida
My comm. exp. Mar. 27, 2012
Comm. No. DD 772948

Return Recorded Document to:
The Reagan Law Group, P.C.
3010 Royal Boulevard South
Suite 150
Alpharetta, Georgia 30022

WARRANTY DEED

STATE OF GEORGIA

COUNTY OF FULTON

File #: 24-2588

This Indenture made this 7th day of May, 2004 between 1539 Venetian Drive Trust, M. Everett, Trustee, of the County of Fulton, State of Georgia, as party of the first part, hereinafter called Grantor, and James Thomas Johnson, Jr., as party 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'S (\$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,

All that tract or parcel of land lying and being in Land Lot 152 of the 14th District, Fulton County, Georgia, being Lot 4, Block G, Willowbrook Estates, as per Plat recorded in Plat Book 13, Page 172, Fulton County Records, which Plat is incorporated into this legal description herein by reference thereto.

This Deed is given subject to all easements and restrictions of record, if any.

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 whomsoever.

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:

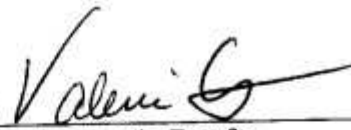
Witness _____
Notary Public _____


 _____ (Seal)
1539 Venetian Drive Trust,
M. Everett, Trustee



IN WITNESS WHEREOF, the said Grantor has signed and sealed this Deed the day and year above written.

RED HILL ASSOCIATES, LLC

By: 
as Attorney-in-Fact for
James E. Britt, Managing Member

Signed, sealed and delivered in
the presence of


Unofficial Witness


Notary Public

LESLIE J. KELLEY
Notary Public, Cherokee County, Georgia
My Commission Expires April 22, 2007

Deed Book 37509 Pg 482




9. **In no case** shall any party dealing with Trustee in relation to said real estate or to whom said real estate or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by Trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on said premises, or be obliged to see that the terms of said Trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of Trustee, or be obliged or privileged to inquire into any of the terms of said Trust Agreement; and every deed, trust deed, mortgage, lease, management agreement or other instrument executed by Trustee in relation to said real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument (a) that at the time of the delivery thereof the trust created by said Trust Agreement was in full force and effect, (b) that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in said Declaration of Trust and Land Trust Agreement and binding upon all beneficiaries thereunder, (c) that Trustee is duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage, management agreement or other instrument; (d) if the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are frilly vested with all the title, estate, rights, powers, duties and obligations of the said predecessor in trust, and (e) Trustee is prohibited under the terms of the aforesaid Trust Agreement to reveal the terms and conditions of said Trust Agreement or the records of the Trust without express written authorization from the holder(s) of the power of direction of the Trust.

10. **Any contract**, obligation or indebtedness incurred or entered into by the Trustee in connection with said real estate may be entered into by the Trustee in the name of the then beneficiaries under said Trust Agreement, as their attorney in fact, hereby irrevocably appointed for such purpose, or, at the election of Trustee, in its own name as Trustee of an express trust and not individually and the Trustee has no obligation whatsoever with respect to any such contract, obligation or indebtedness except only so far as the trust property and funds in the actual possession of the Trustee shall be applicable for the payment and discharge thereof, and all persons and corporations whomsoever shall be charged with notice of this condition from the date of the filing for record of this deed. Any litigation arising in connection with the Trust document shall be adjudicated under the laws of the State of Georgia. In the event any portion of this said Trust Agreement shall be found to be not supportable under Georgia Statutes, the remaining provisions shall continue to be valid and subject to enforcement in the courts without exception. In like manner, any obligations of either party which may become law shall be binding on both parties as if included herein.

11. **The interest** of each and every beneficiary under the Declaration of Trust and Land Trust Agreement hereinbefore referred to and of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or other disposition of said real estate and such interest is hereby declared to be personal property, and no beneficiary has any title or interest, legal or equitable, in or to said real estate as such but only an interest in the earnings, avails and proceeds thereof as aforesaid.

12. **The following individual(s) are duly appointed as the Successor Trustee(s) with the same powers as stated herein:**

13. **The signatory(ies) hereof declare that the foregoing statements are true and correct, under penalty of perjury.**

FURTHER AFFIANT(S) SAYETH NOT.

Signed, sealed and delivered in the presence of:

[Signature] (Seal)
Unofficial Witness

[Signature] (Seal)
Affiant:

Sworn to and described before me this 28th day of April, 2004

[Signature]
NOTARY PUBLIC 8/26/06
(Seal)

Record and Return to: Paola Aparicio
American Advisors Group
3800 W Chapman Ave, 3rd Floor
Orange, CA 92868

STEVENS & STEVENS, LLC
6065 ROSWELL RD, STE 880
ATLANTA, GA 30328

[Space Above This Line For Recording Data]

State of GEORGIA

FHA Case No. 105-7178975-951

Loan No. 730345

MIN: 1009400-0005005810-7

FIXED RATE HOME EQUITY CONVERSION SECURITY DEED

THIS SECURITY DEED ("Security Instrument") is given on October 31, 2012. The grantor is ARTHUR M. HOLT, whose address is 1539 VENETIAN DRIVE SW, ATLANTA, Georgia 30311 ("Borrower"). This Security Instrument is given to Mortgage Electronic Registration Systems Inc. ("MERS") as mortgagee, which is organized and existing under the laws of Delaware, and whose address is P.O. Box 2026, Flint, MI 48501-2026, telephone (888) 679-MERS. American Advisors Group is organized and existing under the laws of California, and has an address of 3800 W Chapman Ave, 3rd Floor, Orange, CA 92868 ("Lender"). Borrower has agreed to repay to Lender amounts which Lender is obligated to advance, including future advances, under the terms of a Home Equity Conversion Loan Agreement dated the same date as this Security Instrument ("Loan Agreement"). The agreement to repay is evidenced by Borrower's Fixed-Rate Note dated the same date as this Security Instrument ("Note"). The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest at a fixed rate (interest), and all renewals, extensions and modifications of the Note, up to a maximum principal amount of One Hundred Fifty Thousand Dollars and Zero Cents (U.S. \$150,000.00); (b) the payment of all other sums, with interest, advanced under paragraph 5 to protect the security of this Security Instrument or otherwise due under the terms of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. The full debt, including amounts described in (a), (b), and (c) above, if not due earlier, is due and payable on March 28, 2093. For this purpose, Borrower does hereby grant and convey to MERS and to the successors and assigns of MERS, with power of sale, the following described property located in FULTON County, GEORGIA:

See legal description as Exhibit A attached hereto and made a part hereof for all intents and purposes



which has the address of
1539 VENETIAN DRIVE SW, ATLANTA, Georgia 30311, ("Property Address")

TO HAVE AND TO HOLD this property unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note.

2. Payment of Property Charges. Borrower shall pay all property charges consisting of taxes, ground rents, flood and hazard insurance premiums, and special assessments in a timely manner, and shall provide evidence of payment to Lender, unless Lender pays property charges by withholding funds from monthly payments due to the Borrower or by charging such payments to a line of credit as provided for in the Loan Agreement.

3. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire. This insurance shall be maintained in the amounts, to the extent and for the periods required by Lender or the Secretary of Housing and Urban Development ("Secretary"). Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss to Lender instead of to Borrower and Lender jointly. Insurance proceeds shall be applied to restoration or repair of the damaged Property, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied first to the reduction of any indebtedness under a Second Note and Second Security Instrument held by the Secretary on the Property and then to the reduction of the indebtedness under the Note and this Security Instrument. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled



thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

4. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence after the execution of this Security Instrument and Borrower (or at least one Borrower, if initially more than one person are Borrowers) shall continue to occupy the Property as Borrower's principal residence for the term of the Security Instrument. "Principal residence" shall have the same meaning as in the Loan Agreement.

Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

5. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in Paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments. Borrower shall promptly discharge any lien which has priority over this Security Instrument in the manner provided in Paragraph 12(c).

If Borrower fails to make these payments or the property charges required by Paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in Paragraph 2.

To protect Lender's security in the Property, Lender shall advance and charge to Borrower all amounts due to the Secretary for the Mortgage Insurance Premium as defined in the Loan Agreement as well as all sums due to the loan servicer for servicing activities as defined in the Loan Agreement. Any amounts disbursed by Lender under this Paragraph shall become an additional debt of Borrower as provided for in the Loan Agreement and shall be secured by this Security Instrument.

6. Inspection. Lender or its agent may enter on, inspect or make appraisals of the Property in a reasonable manner and at reasonable times provided that Lender shall give the Borrower notice prior to any inspection or appraisal specifying a purpose for the inspection or appraisal which must be related to Lender's interest in the Property. If the Property is vacant or abandoned or the loan is in default, Lender may take reasonable action to protect and preserve such vacant or abandoned Property without notice to the Borrower.

7. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation, or other taking of any part of the Property, or for conveyance in place of condemnation shall be paid to Lender. The proceeds shall be applied first to the reduction of any indebtedness under a Second Note and Second Security Instrument held by the Secretary on the



Property, and then to the reduction of the indebtedness under the Note and this Security Instrument. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

8. Fees. Lender may collect fees and charges authorized by the Secretary.

9. Grounds for Acceleration of Debt.

(a) Due and Payable. Lender may require immediate payment-in-full of all sums secured by this Security Instrument if:

- (i) A Borrower dies and the Property is not the principal residence of at least one surviving Borrower; or
- (ii) All of a Borrower's title in the Property (or his or her beneficial interest in a trust owning all or part of the Property) is sold or otherwise transferred and no other Borrower retains title to the Property in fee simple or retains a leasehold under a lease for not less than 99 years which is renewable or a lease having a remaining period of not less than 50 years beyond the date of the 100th birthday of the youngest Borrower or retains a life estate (or retaining a beneficial interest in a trust with such an interest in the Property).

(b) Due and Payable with Secretary Approval. Lender may require immediate payment-in-full of all sums secured by this Security Instrument, upon approval of the Secretary, if:

- (i) The Property ceases to be the principal residence of a Borrower for reasons other than death and the Property is not the principal residence of at least one other Borrower; or
- (ii) For a period of longer than 12 consecutive months, a Borrower fails to occupy the Property because of physical or mental illness and the Property is not the principal residence of at least one other Borrower; or
- (iii) An obligation of the Borrower under this Security Instrument is not performed.

(c) Notice to Lender. Borrower shall notify Lender whenever any of the events listed in this Paragraph 9 (a)(ii) and (b) occur.

(d) Notice to Secretary and Borrower. Lender shall notify the Secretary and Borrower whenever the loan becomes due and payable under Paragraph 9 (a)(ii) and (b). Lender shall not have the right to commence foreclosure until Borrower has had 30 days after notice to either:

- (i) Correct the matter which resulted in the Security Instrument coming due and payable; or
- (ii) Pay the balance in full; or
- (iii) Sell the Property for the lesser of the balance or 95% of the appraised value and apply the net proceeds of the sale toward the balance; or
- (iv) Provide the Lender with a deed-in-lieu of foreclosure.

(e) Trusts. Conveyance of a Borrower's interest in the Property to a trust which meets the requirements of the Secretary, or conveyance of a trust's interests in the Property to a Borrower, shall not be considered a conveyance for purposes of this Paragraph 9. A trust shall not be considered an occupant or be considered as having a principal residence for purposes of this



Paragraph 9.

(f) Mortgage Not Insured. Borrower agrees that should this Security Instrument and the Note not be eligible for insurance under the National Housing Act within eight (8) months from the date hereof, if permitted by applicable law Lender may, at its option, require immediate payment-in-full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to eight (8) months from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. No Deficiency Judgments. Borrower shall have no personal liability for payment of the debt secured by this Security Instrument. Lender may enforce the debt only through sale of the Property. Lender shall not be permitted to obtain a deficiency judgment against Borrower if the Security Instrument is foreclosed. If this Security Instrument is assigned to the Secretary upon demand by the Secretary, Borrower shall not be liable for any difference between the mortgage insurance benefits paid to Lender and the outstanding indebtedness, including accrued interest, owed by Borrower at the time of the assignment.

11. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment-in-full. This right applies even after foreclosure proceedings are instituted. To reinstate this Security Instrument, Borrower shall correct the condition which resulted in the requirement for immediate payment-in-full. Foreclosure costs and reasonable and customary attorney's fees and expenses properly associated with the foreclosure proceeding shall be added to the principal balance. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment-in-full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the Security Instrument.

12. Lien Status.**(a) Modification.**

Borrower agrees to extend this Security Instrument in accordance with this Paragraph 12(a). If Lender determines that the original lien status of the Security Instrument is jeopardized under state law (including but not limited to situations where the amount secured by the Security Instrument equals or exceeds the maximum principal amount stated or the maximum period under which loan advances retain the same lien priority initially granted to loan advances has expired) and state law permits the original lien status to be maintained for future loan advances through the execution and recordation of one or more documents, then Lender shall obtain title evidence at Borrower's expense. If the title evidence indicates that the property is not encumbered by any liens (except this Security Instrument, the Second Security Instrument described in Paragraph 13(a) and any subordinate liens that the Lender determines will also be subordinate to any future loan advances), Lender shall request the Borrower to execute any documents necessary to protect the lien status of future loan advances. Borrower agrees to execute such documents. If state law does not permit the original lien status to be extended to future loan advances, Borrower will be deemed to have failed to have performed an obligation under this Security Instrument.

(b) Tax Deferral Programs.

Borrower shall not participate in a real estate tax deferral program, if any liens created by the tax deferral are not subordinate to this Security Instrument.

(c) Prior Liens.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to all amounts secured by this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

13. Relationship to Second Security Instrument.

(a) Second Security Instrument. In order to secure payments which the Secretary may make to or on behalf of Borrower pursuant to Section 255(j)(1)(A) of the National Housing Act and the Loan Agreement, the Secretary has required Borrower to execute a Second Note and a Second Security Instrument on the Property.

(b) Relationship of First and Second Security Instruments. Payments made by the Secretary shall not be included in the debt under the Note unless:

- (i) This Security Instrument is assigned to the Secretary; or
- (ii) The Secretary accepts reimbursement by the Lender for all payments made by the Secretary.

If the circumstances described in (i) or (ii) occur, then all payments by the Secretary, including interest on the payments, but excluding late charges paid by the Secretary, shall be included in the debt under the Note.

(c) Effect on Borrower. Where there is no assignment or reimbursement as described in (b)(i) or (ii) and the Secretary makes payments to Borrower, then Borrower shall not:

- (i) Be required to pay amounts owed under the Note, or pay any rents and revenues of the Property under Paragraph 19 to Lender or a receiver of the Property, until the Secretary has required payment-in-full of all outstanding principal and accrued interest under the Second Note; or
- (ii) Be obligated to pay interest or shared appreciation under the Note at any time, whether accrued before or after the payments by the Secretary, and whether or not accrued interest has been included in the principal balance under the Note.

(d) No Duty of the Secretary. The Secretary has no duty to Lender to enforce covenants of the Second Security Instrument or to take actions to preserve the value of the Property, even though Lender may be unable to collect amounts owed under the Note because of restrictions in this Paragraph 13.



14. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

15. Successors and Assigns Bound; Joint and Several Liability. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender. Borrower may not assign any rights or obligations under this Security Instrument or under the Note, except to a trust that meets the requirements of the Secretary. Borrower's covenants and agreements shall be joint and several.

16. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address all Borrowers jointly designate. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this Paragraph 16.

17. Governing Law; Severability. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

18. Borrower's Copy. Borrower shall be given one conformed copy of the Note and this Security Instrument.

NON-UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

19. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by this Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this Paragraph 19.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by this Security Instrument is paid in full.



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20. Foreclosure Procedure. If Lender requires immediate payment-in-full under Paragraph 9, Lender may invoke the power of sale granted by Borrower and any other remedies permitted by applicable law. Borrower appoints Lender the agent and attorney-in-fact for Borrower to exercise the power of sale. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Paragraph 20, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give a copy of a notice of sale by public advertisement for the time and in the manner prescribed by applicable law. Lender, without further demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Lender determines. Lender or its designee may purchase the Property at any sale.

Lender shall convey to the purchaser indefeasible title to the Property, and Borrower hereby appoints Lender Borrower's agent and attorney-in-fact to make such conveyance. The recitals in the Lender's deed shall be prima facie evidence of the truth of the statements made therein. Borrower covenants and agrees that Lender shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it. The power and agency granted are coupled with an interest, are irrevocable by death or otherwise and are cumulative to the remedies for collection of debt as provided by applicable law.

If the Property is sold pursuant to this Paragraph 20, Borrower, or any person holding possession of the Property through Borrower, shall immediately surrender possession of the Property to the purchaser at the sale. If possession is not surrendered, Borrower or such person shall be a tenant holding over and may be dispossessed in accordance with applicable law.

21. Lien Priority. The full amount secured by this Security Instrument shall have the same priority over any other liens on the Property as if the full amount had been disbursed on the date the initial disbursement was made, regardless of the actual date of any disbursement. The amount secured by this Security Instrument shall include all direct payments by Lender to Borrower and all other loan advances permitted by this Security Instrument for any purpose. This lien priority shall apply notwithstanding any State constitution, law or regulation, except that this lien priority shall not affect the priority of any liens for unpaid State or local governmental unit special assessments or taxes.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall cancel this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under applicable law.

23. Waiver of Homestead. Borrower waives all rights of homestead exemption in the Property.

24. Security Deed. This conveyance is to be construed under the existing laws of the State of Georgia as a deed passing title, and not as a mortgage, and is intended to secure the payment of all sums secured hereby.

25. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es).]



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- Condominium Rider
- Planned Unit Development Rider
- Other [Specify]

26. Nominee Capacity of MERS. MERS Serves as mortgagee of record and secured party solely as nominee, in an administrative capacity, for Lender and its successors and assigns and holds legal title to the interests granted, assigned, and transferred herein. All payments or deposits with respect to the Secured Obligations shall be made to Lender, all advances under the Loan Documents shall be made by Lender, and all consents, approvals, or other determinations required or permitted of Mortgagee herein shall be made by Lender. MERS shall at all times comply with the instructions of Lender and its successors and assigns. If necessary to comply with law or custom, MERS (for the benefit of Lender and its successors and assigns) may be directed by Lender to exercise any or all of those interests, including without limitation, the right to foreclose and sell the Property, and take any action required of Lender, including without limitation, a release, discharge or reconveyance of this Mortgage. Subject to the foregoing, all references herein to "Mortgagee" shall include Lender and its successors and assigns.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Arthur M. Holt (SEAL)

ARTHUR M. HOLT

10/31/12
Date

IN WITNESS WHEREOF, Borrower has signed and sealed this Security Instrument.

Signed, sealed and delivered this 31st day of Oct., 2012 in the presence of:

Delavilla
Unofficial Witness

Notary Public, GWINNETT County

My Commission expires:

Notary stamp or seal:



EXHIBIT A

Exhibit A to the Mortgage made on **October 31, 2012**, by **ARTHUR M. HOLT** ("Borrower") to **American Advisors Group** ("Lender"). The Property is located in the county of **FULTON**, state of **Georgia**, described as follows:

Description of Property

Legal description attached hereto as exhibit "A" and by this reference made a part hereof

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 152 OF THE 14TH DISTRICT, FULTON COUNTY, GEORGIA, BEING LOT 4, BLOCK G, WILLOWBROOK ESTATES, AS PER PLAT RECORDED IN PLAT BOOK 13, PAGE 172, FULTON COUNTY, GEORGIA RECORDS, WHICH PLAT IS INCORPORATED INTO THIS LEGAL DESCRIPTION HEREIN BY REFERENCE THERETO. THIS DEED IS GIVEN SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

BEING IMPROVED PROPERTY KNOWN AS 1539 VENETIAN DRIVE, SW, ATLANTA, GEORGIA 30311 ACCORDING TO THE PRESENT SYSTEM OF NUMBERING HOUSES IN FULTON COUNTY, GEORGIA.



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Acknowledgement / Waiver of Borrower's Rights

Grantor: ARTHUR M. HOLT
Lender: American Advisors Group
Loan Number: 730345

The undersigned ARTHUR M. HOLT (hereinafter referred to individually or collectively as "Borrower") has this **October 31, 2012**, signed documents in connection with obtaining a loan from **American Advisors Group** ("Lender") in the principal amount of **\$150,000.00** secured by real property described as follows:

Legal description attached hereto as exhibit "A" and by this reference made a part hereof

Prior to signing a Deed to Secure Debt (also known as a "Security Deed") relating to the above described property, Borrower reviewed the Deed to Secure Debt and the following, understanding and acknowledging each:

1. The Deed to Secure Debt transfers legal title to the real property listed above to Lender to stand as security for the money Borrower has borrowed.
2. If Borrower does not pay the debt installments as they become due, or if Borrower does not comply with the other conditions of the Deed to Secure Debt, Lender will have the right, among other things, to foreclose and sell this property and to apply the proceeds against the debt which Borrower owes, accrued interest, attorneys' fees and other costs. If the proceeds of sale are not sufficient to pay these items, Lender has the right to proceed to collect the deficiency from Borrower personally.
3. One of the ways the Lender can foreclose and sell is by exercise of the power of sale contained in the Deed to Secure Debt (called "non-judicial foreclosure") which requires Lender to place an advertisement in the county newspaper once a week for four weeks and thereafter sell the property before the courthouse door in the County in which the property is located. Borrower understands that he/she/they have given the Lender a Power of Attorney to sell the property by non-judicial foreclosure upon default by Borrower, without any judicial hearing and without any notice other than the notice required in the provisions of the Deed to Secure Debt.
4. Lender is not required to provide Borrower a judicial or other hearing prior to accelerating the indebtedness due under the Note or foreclosure by power of sale under the Deed to Secure Debt.

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- 5. Borrower acknowledges having read this document, the Deed to Secure Debt and the Note, including the provisions therein regarding default, acceleration and foreclosure, and that all questions of Borrower regarding the effect of said instrument and provisions have been fully explained to Borrower and Borrower has been afforded the opportunity to consult counsel of Borrower's choice prior to the execution by Borrower of the Deed to Secure Debt, the Note and this Acknowledgement.
- 6. Borrower waives any and all rights which he/she/they may have under the Fifth and Fourteenth Amendments to the Constitution of the United States, the various provisions of the Constitution for the several states, or by reason of any other applicable law, to notice and to judicial hearing prior to the exercise by Lender of any right or remedy herein provided to Lender, except such notice as is specifically required to be provided in the Deed to Secure Debt.

After reading the foregoing explanation, Borrower voluntarily signed the Deed to Secure Debt, with full understanding that all of its provisions are incorporated into and made a part of the Deed to Secure Debt.

IN WITNESS WHEREOF, Borrower having read and agreed to the foregoing terms and provisions, has signed this Acknowledgement.

Signed, sealed and delivered in the presence of:

Abelawella

 Witness

A. Alan Holt

 Grantor

[Signature]

 Notary Public

 Grantor

My Commission Expires:



Georgia
Closing Attorney's Affidavit

Borrower: ARTHUR M. HOLT
Lender: American Advisors Group
Loan Number 730345

BEFORE THE UNDERSIGNED ATTESTING OFFICER personally appeared the undersigned closing attorney, who having been first duly sworn according to law, states under oath as follows:

In closing the above loan, but prior to the execution of the Deed to Secure Debt and "Acknowledgement/Waiver of Borrower's Rights" by ARTHUR M. HOLT ("Grantor(s)" and "Borrower(s)"), I reviewed with and explained to the Grantor(s) the terms and provisions of the Deed to Secure Debt and particularly the provisions, thereof authorizing the Lender to sell the secured property by a non-judicial foreclosure under the power of sale, together with the "Acknowledgement/Waiver of Borrower's Rights," and informed the Grantor(s) of Grantor's rights under the Constitution of the State of Georgia and the Constitution of the United States to notice and a judicial hearing prior to such foreclosure in the absence of a knowing, intentional and willing contractual waiver by Grantor(s) of Grantor's rights. After the review with and explanation to Grantor(s), Grantor(s) executed the Deed to Secure Debt and "Acknowledgement/Waiver of Borrower's Rights."

Based on the review with and explanation to the Grantor(s) it is my opinion that Grantor(s) knowingly, intentionally and willingly executed the Waiver of Grantor's constitutional rights to notice and judicial hearing prior to any such nonjudicial foreclosure.

IN WITNESS WHEREOF, THIS AFFIDAVIT HAS BEEN SIGNED AND SEALED BY THE UNDERSIGNED, WHO ACKNOWLEDGES A COMPLETED COPY HEREOF. THIS AFFIDAVIT IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS AFFIDAVIT IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.



(SEAL)
Closing Attorney

SWORN TO AND SUBSCRIBED before me on the date set forth above.



Notary Public
My Commission Expires:



Record and Return to: Paola Aparicio
American Advisors Group
3800 W Chapman Ave, 3rd Floor
Orange, CA 92868

STEVENS & STEVENS, LLC
6065 ROSWELL RD, STE 880
ATLANTA, GA 30328

[Space Above This Line For Recording Data]

State of GEORGIA

FHA Case No. 105-7178975-951
Loan No. 730345
MIN: 1009400-0005005810-7

**FIXED RATE
HOME EQUITY CONVERSION SECOND SECURITY DEED**

THIS SECURITY DEED ("Security Instrument" or "Second Security Instrument") is given on **October 31, 2012**. The grantor is **ARTHUR M. HOLT**, whose address is **1539 VENETIAN DRIVE SW, ATLANTA, Georgia 30311** ("Borrower"). This Security Instrument is given to the Secretary of Housing and Urban Development, whose address is 451 Seventh Street, SW, Washington, DC 20410 ("Lender" or "Secretary"). Borrower has agreed to repay to Lender amounts which Lender is obligated to advance, including future advances, under the terms of a Home Equity Conversion Loan Agreement dated the same date as this Security Instrument ("Loan Agreement"). The agreement to repay is evidenced by Borrower's Fixed-Rate Note dated the same date as this Security Instrument ("Second Note"). This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Second Note, with interest at a fixed rate (interest), and all renewals, extensions and modifications of the Note, up to a maximum principal amount of **One Hundred Fifty Thousand Dollars and Zero Cents (U.S. \$150,000.00)**; (b) the payment of all other sums, with interest, advanced under paragraph 5 to protect the security of this Security Instrument or otherwise due under the terms of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Second Note. The full debt, including amounts described in (a), (b), and (c) above, if not due earlier, is due and payable on **March 28, 2093**. For this purpose, Borrower does hereby grant and convey to Lender and Lender's successors and assigns, with power of sale, the following described property located in **FULTON** County, GEORGIA:

See legal description as Exhibit A attached hereto and made a part hereof for all intents and purposes

which has the address of
1539 VENETIAN DRIVE SW, ATLANTA, Georgia 30311, ("Property Address")

TO HAVE AND TO HOLD this property unto Lender and Lender's successors and assigns, together



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with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is only encumbered by a First Security Instrument given by Borrower and dated the same date as this Security Instrument ("First Security Instrument"). Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Second Note.

2. Payment of Property Charges. Borrower shall pay all property charges consisting of taxes, ground rents, flood and hazard insurance premiums, and special assessments in a timely manner, and shall provide evidence of payment to Lender, unless Lender pays property charges by withholding funds from monthly payments due to the Borrower or by charging such payments to a line of credit as provided for in the Loan Agreement. Lender may require Borrower to pay specified property charges directly to the party owed payment even though Lender pays other property charges as provided in this Paragraph.

3. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire. This insurance shall be maintained in the amounts, to the extent and for the periods required by Lender. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss to Lender, instead of to Borrower and Lender jointly. Insurance proceeds shall be applied to restoration or repair of the damaged Property, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied first to the reduction of any indebtedness under the Second Note and this Security Instrument. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Second Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

4. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence after the execution of this Security Instrument and Borrower (or at least one Borrower, if initially more than one person are Borrowers) and shall continue to occupy the Property as



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Borrower's principal residence for the term of the Security Instrument. "Principal residence" shall have the same meaning as in the Loan Agreement.

Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

5. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in Paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments. Borrower shall promptly discharge any lien which has priority over this Security Instrument in the manner provided in Paragraph 12(c).

If Borrower fails to make these payments or the property charges required by Paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in Paragraph 2.

To protect Lender's security in the Property, Lender shall advance and charge to Borrower all amounts due to the Secretary for the Mortgage Insurance Premium as defined in the Loan Agreement as well as all sums due to the loan servicer for servicing activities as defined in the Loan Agreement. Any amounts disbursed by Lender under this Paragraph shall become an additional debt of Borrower as provided for in the Loan Agreement and shall be secured by this Security Instrument.

6. Inspection. Lender or its agent may enter on, inspect or make appraisals of the Property in a reasonable manner and at reasonable times provided that Lender shall give the Borrower notice prior to any inspection or appraisal specifying a purpose for the inspection or appraisal which must be related to Lender's interest in the Property. If the Property is vacant or abandoned or the loan is in default, Lender may take reasonable action to protect and preserve such vacant or abandoned Property without notice to the Borrower.

7. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, shall be paid to Lender. The proceeds shall be applied first to the reduction of any indebtedness under the Second Note and this Security Instrument. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Second Note and this Security Instrument shall be paid to the entity legally entitled thereto.

8. Fees. Lender may collect fees and charges authorized by the Secretary for the Home Equity Conversion Mortgage Insurance Program.

9. Grounds for Acceleration of Debt.

(a) Due and Payable. Lender may require payment-in-full of all sums secured by this Security Instrument if:



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(i) A Borrower dies and the Property is not the principal residence of at least one surviving Borrower; or

(ii) All of a Borrower's title in the Property (or his or her beneficial interest in a trust owning all or part of the Property) is sold or otherwise transferred and no other Borrower retains title to the Property in fee simple or retains a leasehold under a lease for not less than 99 years which is renewable or a lease having a remaining period of not less than 50 years beyond the date of the 100th birthday of the youngest Borrower or retains a life estate (or retaining a beneficial interest in a trust with such an interest in the Property); or

(iii) The Property ceases to be the principal residence of a Borrower for reasons other than death and the Property is not the principal residence of at least one other Borrower; or

(iv) For a period of longer than 12 consecutive months, a Borrower fails to occupy the Property because of physical or mental illness and the Property is not the principal residence of at least one other Borrower; or

(v) An obligation of the Borrower under this Security Instrument is not performed.

(b) Notice to Lender. Borrower shall notify the Lender whenever any of the events listed in Paragraph 9(a)(ii)-(v) occur.

(c) Notice to Borrower. Lender shall notify Borrower whenever the loan becomes due and payable under Paragraph 9(a)(ii)-(v). Lender shall not have the right to commence foreclosure until Borrower has had 30 days after notice to either:

(i) Correct the matter which resulted in the Security Instrument coming due and payable; or

(ii) Pay the balance in full; or

(iii) Sell the Property for the lesser of the balance or 95% of the appraised value and apply the net proceeds of the sale toward the balance; or

(iv) Provide the Lender with a deed-in-lieu of foreclosure.

(d) Trusts. Conveyance of a Borrower's interest in the Property to a trust which meets the requirements of the Secretary, or conveyance of a trust's interests in the Property to a Borrower, shall not be considered a conveyance for purposes of this Paragraph 9. A trust shall not be considered an occupant or be considered as having a principal residence for purposes of this Paragraph 9.

10. No Deficiency Judgments. Borrower shall have no personal liability for payment of the debt secured by this Security Instrument. Lender may enforce the debt only through sale of the Property. Lender shall not be permitted to obtain a deficiency judgment against Borrower if the Security Instrument is foreclosed.

11. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment-in-full. This right applies even after foreclosure proceedings are instituted. To reinstate this Security Instrument, Borrower shall correct the condition which resulted in the requirement for immediate payment-in-full. Foreclosure costs and reasonable and customary attorney's fees and expenses properly associated with the foreclosure proceeding shall be added to the principal balance. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall



remain in effect as if Lender had not required immediate payment-in-full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the Security Instrument.

12. Lien Status.

(a) Modification.

Borrower agrees to extend this Security Instrument in accordance with this Paragraph 12(a). If Lender determines that the original lien status of the Security Instrument is jeopardized under state law (including but not limited to situations where the amount secured by the Security Instrument equals or exceeds the maximum principal amount stated or the maximum period under which loan advances retain the same lien priority initially granted to loan advances has expired) and state law permits the original lien status to be maintained for future loan advances through the execution and recordation of one or more documents, then Lender shall obtain title evidence at Borrower's expense. If the title evidence indicates that the property is not encumbered by any liens (except the First Security Instrument described in Paragraph 13(a), this Second Security Instrument and any subordinate liens that the Lender determines will also be subordinate to any future loan advances), Lender shall request the Borrower to execute any documents necessary to protect the lien status of future loan advances. Borrower agrees to execute such documents. If state law does not permit the original lien status to be extended to future loan advances, Borrower will be deemed to have failed to have performed an obligation under this Security Instrument.

(b) Tax Deferral Programs.

Borrower shall not participate in a real estate tax deferral program, if any liens created by the tax deferral are not subordinate to this Security Instrument.

(c) Prior Liens.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to all amounts secured by this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

13. Relationship to First Security Instrument.

(a) Second Security Instrument. In order to secure payments which the Secretary may make to or on behalf of Borrower pursuant to Section 255(i)(1)(A) of the National Housing Act and the Loan Agreement, the Secretary has required Borrower to execute a Second Note and this Second Security Instrument. Borrower also has executed a First Note and First Security Instrument.

(b) Relationship of First and Second Security Instruments. Payments made by the Secretary shall not be included in the debt under the First Note unless:



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(i) The First Security Instrument is assigned to the Secretary; or

(ii) The Secretary accepts reimbursement by the holder of the First Note for all payments made by the Secretary.

If the circumstances described in (i) or (ii) occur, then all payments by the Secretary, including interest on the payments but excluding late charges paid by the Secretary, shall be included in the debt under the First Note.

(c) **Effect on Borrower.** Where there is no assignment or reimbursement as described in (b)(i) or (ii) and the Secretary makes payments to Borrower, then Borrower shall not:

(i) Be required to pay amounts owed under the First Note, or pay any rents and revenues of the Property under Paragraph 19 to the holder of the First Note or a receiver of the Property, until the Secretary has required payment-in-full of all outstanding principal and accrued interest under the Second Note; or

(ii) Be obligated to pay interest or shared appreciation under the First Note at any time, whether accrued before or after the payments by the Secretary, and whether or not accrued interest has been included in the principal balance under the First Note.

(d) **No Duty of the Secretary.** The Secretary has no duty to the holder of the First Note to enforce covenants of the Second Security Instrument or to take actions to preserve the value of the Property, even though the holder of the First Note may be unable to collect amounts owed under the First Note because of restrictions in this Paragraph 13.

(e) **Restrictions on Enforcement.** Notwithstanding anything else in this Security Instrument, the Borrower shall not be obligated to comply with the covenants hereof, and Paragraph 19 shall have no force and effect, whenever there is no outstanding balance under the Second Note.

14. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

15. Successors and Assigns Bound; Joint and Several Liability. Borrower may not assign any rights or obligations under this Security Instrument or the Second Note, except to a trust that meets the requirements of the Secretary. Borrower's covenants and agreements shall be joint and several.

16. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address all Borrowers jointly designate. Any notice to the Secretary shall be given by first class mail to the HUD Field Office with jurisdiction over the Property or any other address designated by the Secretary. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this Paragraph 16.

17. Governing Law; Severability. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Second Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Second Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Second Note are declared to be severable.



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18. Borrower's Copy. Borrower shall be given one conformed copy of the Second Note and this Security Instrument.

NON-UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

19. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not a assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by this Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this Paragraph 19, except as provided in the First Security Instrument .

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by this Security Instrument is paid in full.



20. Foreclosure Procedure. If Lender requires immediate payment-in-full under Paragraph 9, Lender may invoke the power of sale granted by Borrower and any other remedies permitted by applicable law. Borrower appoints Lender the agent and attorney-in-fact for Borrower to exercise the power of sale. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Paragraph 20, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give a copy of a notice of sale by public advertisement for the time and in the manner prescribed by applicable law. Lender, without further demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Lender determines. Lender or its designee may purchase the Property at any sale.

Lender shall convey to the purchaser indefeasible title to the Property, and Borrower hereby appoints Lender Borrower's agent and attorney-in-fact to make such conveyance. The recitals in the Lender's deed shall be prima facie evidence of the truth of the statements made therein. Borrower covenants and agrees that Lender shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it. The power and agency granted are coupled with an interest, are irrevocable by death or otherwise and are cumulative to the remedies for collection of debt as provided by applicable law.

If the Property is sold pursuant to this Paragraph 20, Borrower, or any person holding possession of the Property through Borrower, shall immediately surrender possession of the Property to the purchaser at the sale. If possession is not surrendered, Borrower or such person shall be a tenant holding over and may be dispossessed in accordance with applicable law.

21. Lien Priority. The full amount secured by this Security Instrument shall have a lien priority subordinate only to the full amount secured by the First Security Instrument.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall cancel this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under applicable law.

23. Waiver of Homestead. Borrower waives all rights of homestead exemption in the Property.

24. Security Deed. This conveyance is to be construed under the existing laws of the State of Georgia as a deed passing title, and not as a mortgage, and is intended to secure the payment of all sums secured hereby.

25. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es).]

Condominium Rider

Planned Unit Development Rider

Other [Specify]



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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Arthur M. Holt (SEAL)
ARTHUR M. HOLT

10/31/12
Date

IN WITNESS WHEREOF, Borrower has signed and sealed this Security Instrument.

Signed, sealed and delivered this 31st day of Oct. 2012 in the presence of:

Phelanella
Unofficial Witness

Notary Public, GINNETT County

My Commission expires:

Notary stamp or seal:



EXHIBIT A

Exhibit A to the Mortgage made on **October 31, 2012**, by **ARTHUR M. HOLT** ("Borrower") to the Secretary of Housing and Urban Development, and whose address is 451 Seventh Street, S.W., Washington, D.C. 20410, ("Lender" or "Secretary"). The Property is located in the county of **FULTON**, state of **Georgia**, described as follows:

Description of Property

Legal description attached hereto as exhibit "A" and by this reference made a part hereof

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 152 OF THE 14TH DISTRICT, FULTON COUNTY, GEORGIA, BEING LOT 4, BLOCK G, WILLOWBROOK ESTATES, AS PER PLAT RECORDED IN PLAT BOOK 13, PAGE 172, FULTON COUNTY, GEORGIA RECORDS, WHICH PLAT IS INCORPORATED INTO THIS LEGAL DESCRIPTION HEREIN BY REFERENCE THERETO. THIS DEED IS GIVEN SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

BEING IMPROVED PROPERTY KNOWN AS 1539 VENETIAN DRIVE, SW, ATLANTA, GEORGIA 30311 ACCORDING TO THE PRESENT SYSTEM OF NUMBERING HOUSES IN FULTON COUNTY, GEORGIA.



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Acknowledgement / Waiver of Borrower's Rights

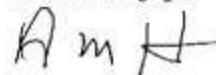
Grantor: ARTHUR M. HOLT
Lender: American Advisors Group
Loan Number: 730345

The undersigned ARTHUR M. HOLT (hereinafter referred to individually or collectively as "Borrower") has this October 31, 2012, signed documents in connection with obtaining a loan from American Advisors Group ("Lender") in the principal amount of \$150,000.00 secured by real property described as follows:

Legal description attached hereto as exhibit "A" and by this reference made a part hereof

Prior to signing a Deed to Secure Debt (also known as a "Security Deed") relating to the above described property, Borrower reviewed the Deed to Secure Debt and the following, understanding and acknowledging each:

1. The Deed to Secure Debt transfers legal title to the real property listed above to Lender to stand as security for the money Borrower has borrowed.
2. If Borrower does not pay the debt installments as they become due, or if Borrower does not comply with the other conditions of the Deed to Secure Debt, Lender will have the right, among other things, to foreclose and sell this property and to apply the proceeds against the debt which Borrower owes, accrued interest, attorneys' fees and other costs. If the proceeds of sale are not sufficient to pay these items, Lender has the right to proceed to collect the deficiency from Borrower personally.
3. One of the ways the Lender can foreclose and sell is by exercise of the power of sale contained in the Deed to Secure Debt (called "non-judicial foreclosure") which requires Lender to place an advertisement in the county newspaper once a week for four weeks and thereafter sell the property before the courthouse door in the County in which the property is located. Borrower understands that he/she/they have given the Lender a Power of Attorney to sell the property by non-judicial foreclosure upon default by Borrower, without any judicial hearing and without any notice other than the notice required in the provisions of the Deed to Secure Debt.
4. Lender is not required to provide Borrower a judicial or other hearing prior to accelerating the indebtedness due under the Note or foreclosure by power of sale under the Deed to Secure Debt.



- 5. Borrower acknowledges having read this document, the Deed to Secure Debt and the Note, including the provisions therein regarding default, acceleration and foreclosure, and that all questions of Borrower regarding the effect of said instrument and provisions have been fully explained to Borrower and Borrower has been afforded the opportunity to consult counsel of Borrower's choice prior to the execution by Borrower of the Deed to Secure Debt, the Note and this Acknowledgement.
- 6. Borrower waives any and all rights which he/she/they may have under the Fifth and Fourteenth Amendments to the Constitution of the United States, the various provisions of the Constitution for the several states, or by reason of any other applicable law, to notice and to judicial hearing prior to the exercise by Lender of any right or remedy herein provided to Lender, except such notice as is specifically required to be provided in the Deed to Secure Debt.

After reading the foregoing explanation, Borrower voluntarily signed the Deed to Secure Debt, with full understanding that all of its provisions are incorporated into and made a part of the Deed to Secure Debt.

IN WITNESS WHEREOF, Borrower having read and agreed to the foregoing terms and provisions, has signed this Acknowledgement.

Signed, sealed and delivered in the presence of:

R. DeLanalla
Witness

[Signature]
Grantor

[Signature]
Notary Public

Grantor

My Commission Expires:



Georgia
Closing Attorney's Affidavit

Borrower: ARTHUR M. HOLT

Lender: American Advisors Group

Loan Number 730345

BEFORE THE UNDERSIGNED ATTESTING OFFICER personally appeared the undersigned closing attorney, who having been first duly sworn according to law, states under oath as follows:

In closing the above loan, but prior to the execution of the Deed to Secure Debt and "Acknowledgement/Waiver of Borrower's Rights" by ARTHUR M. HOLT ("Grantor(s)" and "Borrower(s)"), I reviewed with and explained to the Grantor(s) the terms and provisions of the Deed to Security Debt and particularly the provisions, thereof authorizing the Lender to sell the secured property by a non-judicial foreclosure under the power of sale, together with the "Acknowledgement/Waiver of Borrower's Rights," and informed the Grantor(s) of Grantor's rights under the Constitution of the State of Georgia and the Constitution of the United States to notice and a judicial hearing prior to such foreclosure in the absence of a knowing, intentional and willing contractual waiver by Grantor(s) of Grantor's rights. After the review with and explanation to Grantor(s), Grantor(s) executed the Deed to Secure Debt and "Acknowledgement/Waiver of Borrower's Rights."

Based on the review with and explanation to the Grantor(s) it is my opinion that Grantor(s) knowingly, intentionally and willingly executed the Waiver of Grantor's constitutional rights to notice and judicial hearing prior to any such nonjudicial foreclosure.

IN WITNESS WHEREOF, THIS AFFIDAVIT HAS BEEN SIGNED AND SEALED BY THE UNDERSIGNED, WHO ACKNOWLEDGES A COMPLETED COPY HEREOF. THIS AFFIDAVIT IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS AFFIDAVIT IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

(SEAL)

Closing Attorney

SWORN TO AND SUBSCRIBED before me on the date set forth above.

Notary Public

My Commission Expires:





Lien 832 Pg 409 ATLAN
 Filed and Recorded Dec-19-2007 10:43am
 2007-0349429
 Cathelene Robinson
 Clerk of Superior Court
 Fulton County, Georgia

GEORGIA DEPARTMENT OF REVENUE
STATE TAX EXECUTION

EXECUTION NUMBER	TOTAL
REV 07146972	\$1,052.68 (Includes 25.00 Costs)

GEORGIA, FULTON COUNTY

To ALL and singular sheriffs of this state, the State Revenue Commissioner or his authorized representatives, greetings:

YOU ARE HEREBY COMMANDED, that of the goods and chattels, or if none be found, then the lands and tenements of

JAMES JOHNSON
 XXX-XX-2976
JUANITA JOHNSON
 XXX-XX-5342
 5220 KOWETA RD
 ATLANTA, GA 30349-2402

JOINTLY AND SEVERALLY

you cause to be made by levy and sale the sum of the dollars and cents hereinafter shown, said sum representing delinquent tax liabilities of the named taxpayer(s) assessed under the taxing Acts of this State and the Georgia Public Revenue code for the taxable period(s) indicated below together with interest on the total as shown below at the rate specified in Code Section 48-2-40 from the date of this execution until said total amount is paid, plus all collection fees and costs which have accrued and which may hereafter accrue.

You are further commanded to pay over to the Department of Revenue of the State of Georgia the aforesaid amounts upon collection thereof and to have you then and there this writ.

TAX TYPE	TAX PERIOD	AMOUNT DUE (Thru 11/19/07)
INDV INCOME	01/01/06-12/31/06	\$1,027.68

Witness the undersigned State Revenue Commissioner of Georgia on this date of **NOVEMBER 19, 2007.**

Bart L. Graham
 Bart L. Graham
 State Revenue Commissioner

Principal \$764.64
 Interest 61.17
 Penalty 30.59
 Collection Fee 171.28
 Costs 25.00
 Total \$1,052.68

The State Revenue Commissioner can find no property of the defendant on which to levy the within tax execution.

This ___ day of _____, _____

 Authorized Representative of the State Revenue Commissioner

Georgia, _____ County
 Entered on General Execution Docket Book No. _____ Page No. _____ at _____ a.m.
 _____ p.m.
 This ___ day of _____, _____

 Clerk



NORTH

Georgia Department of Revenue
STATE TAX EXECUTION

Lien 896 Pg 539
 Filed and Recorded May-01-2008 08:30am
 2008-0103385
 Cathelene Robinson
 Clerk of Superior Court
 Fulton County, Georgia

EXECUTION NUMBER	TOTAL
REV 08031931	\$402.26 (Includes 25.00 Costs)

GEORGIA, FULTON COUNTY

To ALL and singular sheriffs of this state, the State Revenue Commissioner or his authorized representatives, greetings:

YOU ARE HEREBY COMMANDED, that of the goods and chattels, or if none be found, then the lands and tenements of

JAMES JOHNSON
 XXX-XX-3302
 23106 LAKEWIND PARK CT
 RICHMOND, TX 77469-6437

you cause to be made by levy and sale the sum of the dollars and cents hereinafter shown, said sum representing delinquent tax liabilities of the named taxpayer(s) assessed under the taxing Acts of this State and the Georgia Public Revenue code for the taxable period(s) indicated below together with interest on the total as shown below at the rate specified in Code Section 48-2-40 from the date of this execution until said total amount is paid, plus all collection fees and costs which have accrued and which may hereafter accrue.

You are further commanded to pay over to the Department of Revenue of the State of Georgia the aforesaid amounts upon collection thereof and to have you then and there this writ.

TAX TYPE	TAX PERIOD	AMOUNT DUE (Thru 03/24/08)
INDV INCOME	01/01/03-12/31/03	\$377.26

Witness the undersigned State Revenue Commissioner of Georgia on this date of MARCH 24, 2008.

Bart L. Graham
 Bart L. Graham
 State Revenue Commissioner

Principal 9211.60
 Interest 101.28
 Penalty 2.11
 Collection Fee 62.87
 Costs 25.00
 Total 9402.26

The State Revenue Commissioner can find no property of the defendant on which to levy the within tax execution.

This ___ day of _____, _____

Authorized Representative of the State Revenue Commissioner

Georgia, _____ County

Entered on General Execution Docket Book No. _____ Page No. _____ at _____ a.m.

p.m.

This ___ day of _____, _____

Clerk



Lien 1403 Pg 244
 Recorded Jan-06-2010 01:33pm
 2010-0008136

GEORGIA DEPARTMENT OF REVENUE
STATE TAX EXECUTION

Cathelene Robinson
 Clerk of Superior Court
 Fulton County, Georgia

EXECUTION NUMBER	TOTAL
REV 09222421	\$1,134.49 (Includes 25.00 Costs)

GEORGIA, FULTON COUNTY

To ALL and singular sheriffs of this state, the State Revenue Commissioner or his authorized representatives, greetings:

YOU ARE HEREBY COMMANDED, that of the goods and chattels, or if none be found, then the lands and tenements of

JAMES JOHNSON
 XXX-XX-2976
JUANITA JOHNSON
 XXX-XX-5342
 5220 KOWETA RD
 ATLANTA, GA 30349-2402

JOINTLY AND SEVERALLY

you cause to be made by levy and sale the sum of the dollars and cents hereinafter shown, said sum representing delinquent tax liabilities of the named taxpayer(s) assessed under the taxing Acts of this State and the Georgia Public Revenue code for the taxable period(s) indicated below together with interest on the total as shown below at the rate specified in Code Section 48-2-40 from the date of this execution until said total amount is paid, plus all collection fees and costs which have accrued and which may hereafter accrue.

You are further commanded to pay over to the Department of Revenue of the State of Georgia the aforesaid amounts upon collection thereof and to have you then and there this writ.

TAX TYPE	TAX PERIOD	AMOUNT DUE (Thru 11/30/09)
INDV INCOME	01/01/05-12/31/05	\$247.98
INDV INCOME	01/01/06-12/31/06	\$862.41

Witness the undersigned State Revenue Commissioner of Georgia on this date of **NOVEMBER 30, 2009.**

Bart L. Graham
 Bart L. Graham
 State Revenue Commissioner

Principal	\$682.36
Interest	235.40
Penalty	6.82
Collection Fee	184.91
Costs	25.00
Total	\$1,134.49

The State Revenue Commissioner can find no property of the defendant on which to levy the within tax execution.

This ___ day of _____, _____

Authorized Representative of the State Revenue Commissioner

Georgia, _____ County
 Entered on General Execution Docket Book No. _____ Page No. _____ at _____ a.m.
 _____ p.m.

This ___ day of _____, _____

Clerk



GEORGIA DEPARTMENT OF REVENUE
Juanita Hicks
Clerk of Superior Court
Fulton County, Georgia

STATE TAX EXECUTION

EXECUTION NUMBER	TOTAL
REV 00078989	\$2,251.54 (Includes 25.00 Costs)

GEORGIA, FULTON COUNTY

To ALL and singular sheriffs of this state, the State Revenue Commissioner or his authorized representatives, greetings:

YOU ARE HEREBY COMMANDED, *NULLA BONA ENTRY DILIGENT SEARCH MADE AND NO PROPERTY FOUND UPON WHICH TO LEVY THE WITHIN FLFA. THIS 25 DAY OF Dec 2006.* that if the goods and chattels or other personal property of the above named taxpayer be found, then the lands and tenements of

JAMES JOHNSON
2976
JUANITA JOHNSON
5342
3238 BELFORT RD SE
ATLANTA, GA 30354-0000

JOINTLY AND SEVERALLY
GEORGIA DEPARTMENT OF REVENUE
COMPLIANCE DIVISION
3000 CORPORATE CENTER DRIVE
SUITE 210
MORROW, GEORGIA 30260-4118

BARRY G. LEVY
AUTHORIZED REPRESENTATIVE FOR
STATE REVENUE COMMISSIONER

you cause to be made by levy and sale the sum of the dollars and cents hereinafter shown, said sum representing delinquent tax liabilities of the named taxpayer(s) assessed under the taxing Acts of this State and the Georgia Public Revenue code for the taxable period(s) indicated below together with interest on the total as shown below at the rate specified in Code Section 48-2-40 from the date of this execution until said total amount is paid, plus all collection fees and costs which have accrued and which may hereafter accrue.

You are further commanded to pay over to the Department of Revenue of the State of Georgia the aforesaid amount and collection thereof and to have you then and there this writ.

TAX TYPE	TAX PERIOD	AMOUNT DUE (THRU 12/31/00)
INDV INCOME	01/01/94-12/31/94	\$246.88
INDV INCOME	01/01/97-12/31/97	\$658.26
INDV INCOME	01/01/98-12/31/98	\$1,349.40

Witness the undersigned State Revenue Commissioner of Georgia on this date of **DECEMBER 11, 2000.**

T. Jerry Jackson
T. Jerry Jackson
State Revenue Commissioner

Principal	\$1,326.48	<i>NULLA BONA ENTRY DILIGENT SEARCH MADE AND NO PROPERTY FOUND UPON WHICH TO LEVY THE WITHIN FLFA. THIS 10 DAY OF Jan, 2012.</i>	The State Revenue Commissioner can
Interest	359.05		defendant on which to levy the within t
Penalty	169.93		This ___ day of _____
Collection Fee	371.08		
Costs	25.00		
Total	\$2,251.54		

A. Burris
AUTHORIZED REPRESENTATIVE FOR
STATE REVENUE COMMISSIONER

Georgia, _____ County
Entered on General Execution Docket Book No. _____ Page No. _____ at _____ a.m.
p.m.

This ___ day of _____, 19 ___

Clerk

Filed and Recorded Oct-04-2006 01:33pm
Lien 614 Pg 147
2006-0336410
Juanita Hicks
Clerk of Superior Court
Fulton County, Georgia

Filed and Recorded Jan-17-2012 01:33pm
Lien 2251 Pg 91
2012-0008652
Catherine Robinson
Clerk of Superior Court
Fulton County, Georgia



GEORGIA DEPARTMENT OF REVENUE
 STATE TAX EXECUTION

EXECUTION NUMBER	TOTAL
REV 07146972	\$1,052.68 (Includes 25.00 Costs)

GEORGIA, FULTON COUNTY

To ALL and singular sheriffs of this state, the State Revenue Commissioner or his authorized representatives, greetings:

YOU ARE HEREBY COMMANDED, that of the goods and chattels, or if none be found, then the lands and tenements of

JAMES JOHNSON
 XXX-KX-2976
JUANITA JOHNSON
 XXX-KX-5342
 5220 KOWETA RD
 ATLANTA, GA 30349-2402

JOINTLY AND SEVERALLY

you cause to be made by levy and sale the sum of the dollars and cents hereinafter shown, said sum representing delinquent tax liabilities of the named taxpayer(s) assessed under the taxing Acts of this State and the Georgia Public Revenue code for the taxable period(s) indicated below together with interest on the total as shown below at the rate specified in Code Section 48-2-40 from the date of this execution until said total amount is paid, plus all collection fees and costs which have accrued and which may hereafter accrue.

You are further commanded to pay over to the Department of Revenue of the State of Georgia the aforesaid amounts upon collection thereof and to have you then and there this writ.

AUTHORIZED REPRESENTATIVE FOR
 STATE REVENUE COMMISSIONER

No Property Found Upon Which to Levy
 THE WITHIN DAY OF MAY 20 2007

TAX TYPE	TAX PERIOD	AMOUNT DUE (Thru 11/19/07)
INDV INCOME	01/01/06-12/31/06	\$1,027.68

I, the undersigned State Revenue Commissioner of Georgia on this date of NOVEMBER 19, 2007.

Bart L. Graham
 Bart L. Graham,
 State Revenue Commissioner

COMPARE

Principal	\$764.64
Interest	61.17
Penalty	30.59
Collection Fee	171.28
Costs	25.00
Total	\$1,052.68

The State Revenue Commissioner can find no property of the defendant on which to levy the within tax execution.

This ___ day of _____, _____

Authorized Representative of the State Revenue Commissioner

Georgia, _____ County
 Entered on General Execution Docket Book No. _____ Page No. _____ at _____ a.m.
 This ___ day of _____ p.m.

Clerk

Lien 2697 Pg 136
 Filed and Recorded May-20-2013 08:54am
 2013-0340709
 Cathelene Robinson
 Clerk of Superior Court
 Fulton County, Georgia

Lien 2279 Pg 616
 Filed and Recorded Feb-15-2012 08:38am
 2012-0041343

Catherine Robinson
 Clerk of Superior Court
 Fulton County, Georgia



Lien 593 Pg 697 ATLAS
 Filed and Recorded Aug-29-2006 01:33pm
 2006-0295214
 Juanita Hicks
 Clerk of Superior Court
 Fulton County, Georgia

GEORGIA DEPARTMENT OF REVENUE
 STATE TAX EXECUTION

EXECUTION NUMBER	TOTAL
REV 06071462	\$3,081.88 (Includes 25.00 Costs)

GEORGIA, FULTON COUNTY

I, the undersigned, Sheriff, or one of the undersigned, Sheriffs and singular sheriffs of this state, the State Revenue Commissioner or his authorized representatives, greetings:

YOU ARE HEREBY COMMANDED, that of the goods and chattels, or if none be found, then the lands and tenements of

JAMES JOHNSON
 -9939
 1008 HILL ST SE
 ATLANTA, GA 30315-1916

you cause to be made by levy and sale the sum of the dollars and cents hereinafter shown, said sum representing delinquent tax liabilities of the named taxpayer(s) assessed under the taxing Acts of this State and the Georgia Public Revenue code for the taxable period(s) indicated below together with interest on the total as shown below at the rate specified in Code Section 48-2-40 from the date of this execution until said total amount is paid, plus all collection fees and costs which have accrued and which may hereafter accrue.

You are further commanded to pay over to the Department of Revenue of the State of Georgia the aforesaid amounts upon collection thereof and to have you then and there this writ.

TAX TYPE	TAX PERIOD	AMOUNT DUE (Thru 08/21/08)
INDV INCOME	01/01/03-12/31/03	\$3,056.88

NULLA BONA ENTRY
 DILIGENT SEARCH MADE AND NO
 PROPERTY FOUND UPON WHICH TO
 LEVY THE WITHIN FLTA.
 THIS 6 DAY OF Feb 20 12

Witness the undersigned State Revenue Commissioner of Georgia on this date of AUGUST 21, 2008

Bart L. Graham
 Bart L. Graham
 State Revenue Commissioner

A. Burns
 AUTHORIZED REPRESENTATIVE FOR
 STATE REVENUE COMMISSIONER

Principal \$1,610.00
 Interest 466.90
 Penalty 470.50
 Collection Fee 509.48
 Costs 25.00
 Total \$3,081.88

The State Revenue Commissioner can find no property of the defendant on which to levy the within tax execution.

This ___ day of _____, _____

Authorized Representative of the State Revenue Commissioner

Georgia, _____ County
 Entered on General Execution Docket Book No. _____ Page No. _____ at _____ a.m.

This ___ day of _____, _____

Clerk

WRIT OF FIERI FACIAS
GEORGIA
FULTON COUNTY

Plaintiff(s) Attorney
ASSET ACCEPTANCE LLC AS AGN BANK OF
AMERICA
544 MULBERRY ST STE 800
MACON GA 31201

Credit /Deposit:
Pltf \$
Deflt \$

TO THE MARSHAL OF THE MAGISTRATE 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 MAGISTRATE COURT OF FULTON COUNTY

DATE OF JUDGMENT: 05-JAN-2010
CIVIL ACTION NO: 09MS102706

ASSET ACCEPTANCE AGN VS JOHNSON, JAMES T

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

PRINCIPAL \$ 6,215.23
INTEREST \$ 269.21
COSTS \$ 74.50

With future interest upon said principal amount from the date of judgment at the rate equal to the Prime Rate on the judgment date plus 3 percent per annum. Therefore, WE COMMAND YOU, that the goods and chattels, lands and tenements of said defendant(s)/garnishec(s) named above,

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

YOU cause 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 MAGISTRATE 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 afresaid.

Witness the Honorable Stephanie Davis Judge of said Court.

Dated 06-JAN-2010 _____ Deputy Clerk

Entered on the General Execution Docket

Clerk, Superior Court _____ this date _____ Book and Page _____

Filed and Recorded Jan-15-2010 01:33pm
2010-0014859
Cathelene Robinson
Clerk of Superior Court
Fulton County, Georgia
Lien 1407 Pg. 300

FIERI FACIAS

Lien 1450 Pg 570
Filed and Recorded Feb-10-2010 00:30am
2010-0056695
Cathelene Robinson
Clerk of Superior Court
Fulton County, Georgia

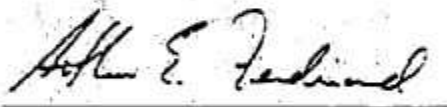
THE STATE OF GEORGIA AND FULTON COUNTY
VS

JOHNSON JAMES T
AND 14 -0152-0001-018-8 1539 VENETIAN DR SW

P O BOX 1441
PINE LAKE GA 30072

YEAR	FIERI FACIAS NUMBER	PROPERTY DESCRIPTION	TAX DISTRICT	TAX	PENALTY	FIFA	INTEREST	COSTS	TOTAL DUE
2006	1397502	14 -0152-0001-018-8 1539 VENETIAN DR SW	05 ATLANTA/FUL	423.80	42.38	10.50	169.52	0.00	646.20

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 STATE AND COUNTY TAXES FOR THE ABOVE YEAR ALSO THE FURTHER LEGAL SUM IN DOLLARS FOR THIS FIERI FACIAS AND SUFFICIENT AMOUNT TO COVER INTEREST ON SAID PRINCIPAL TAX AT THE RATE ALLOWED BY LAW FROM THE DATE THE TAX 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 STATE AND COUNTY THE PRINCIPAL, INTEREST, AND COSTS AFORESAID, AND HAVE YOU THEN AND THERE THIS WRIT. GIVEN UNDER MY HAND AND OFFICIAL SIGNATURE THIS JANUARY 26, 2010.



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

TRANSFER OF FIERI FACIAS

FOR AND IN CONSIDERATION OF THE SUM OF _____ DOLLARS, EQUAL TO THE TAX, COST AND INTEREST DUE THE WITHIN FIERI FACIAS, I HEREBY TRANSFER AND ASSIGN THE SAME TO:

DATE

TAX COMMISSIONER, EX-OFFICIO SHERIFF
FULTON COUNTY, GA

TC 20100023 255



NORTH

Lien 896 Pg 539
 Filed and Recorded May-01-2008 08:38am
 2008-0103385
Cathelene Robinson
 Clerk of Superior Court
 Fulton County, Georgia

GEORGIA DEPARTMENT OF REVENUE
STATE TAX EXECUTION

EXECUTION NUMBER	TOTAL
REV 08031931	\$402.26 (Includes 25.00 Costs)

GEORGIA, FULTON COUNTY

To ALL and singular sheriffs of this state, the State Revenue Commissioner or his authorized representatives, greetings:

YOU ARE HEREBY COMMANDED, that of the goods and chattels, or if none be found, then the lands and tenements of

JAMES JOHNSON
 XXX-XX-3302
 23106 LAKEWIND PARK CT
 RICHMOND, TX 77469-6437

you cause to be made by levy and sale the sum of the dollars and cents hereinafter shown, said sum representing delinquent tax liabilities of the named taxpayer(s) assessed under the taxing Acts of this State and the Georgia Public Revenue code for the taxable period(s) indicated below together with interest on the total as shown below at the rate specified in Code Section 48-2-40 from the date of this execution until said total amount is paid, plus all collection fees and costs which have accrued and which may hereafter accrue.

You are further commanded to pay over to the Department of Revenue of the State of Georgia the aforesaid amount, and to have you then and there this writ.

Lien 2965 Pg 4
 Filed and Recorded Mar-27-2014 01:33pm
 2014-0121742
Cathelene Robinson
 Clerk of Superior Court
 Fulton County, Georgia

AUTHORIZED REPRESENTATIVE FOR
 STATE REVENUE COMMISSIONER

IN VIA BONA ENTRY
 URGENT SEARCH MADE AND NO
 PROPERTY FOUND UPON WHICH TO
 LEVY THE WITHIN FIVE
 DAYS OF THE DATE OF
 THIS WRIT
 Manda of Superior
 Feb 20 2014

TAX TYPE	TAX PERIOD	AMOUNT DUE (Thru 03/24/08)
MOV INCOME	01/01/05-12/31/03	\$377.26

I, _____, the undersigned State Revenue Commissioner of Georgia on this date of **MARCH 24, 2008**.

Bart L. Graham
 Bart L. Graham
 State Revenue Commissioner

Principal	\$211.00
Interest	101.28
Penalty	2.11
Collection Fee	62.87
Costs	25.00
Total	\$402.26

The State Revenue Commissioner can find no property of the defendant on which to levy the within tax execution.

This ___ day of _____, _____

 Authorized Representative of the State Revenue Commissioner

Georgia, _____ County
 Entered on General Execution Docket Book No. _____ Page No. _____ at _____ a.m.
 _____ p.m.
 This ___ day of _____, _____

 Clerk



ATLAN

Lien 1403 Pg 244
 GEORGIA DEPARTMENT OF REVENUE Recorded Jan 06-2010 01:33pm
 2010-0008136
 STATE TAX EXECUTION Cathelene Robinson
 Clerk of Superior Court
 Fulton County, Georgia

EXECUTION NUMBER	TOTAL
REV 09222421	\$1,134.49 (Includes 25.00 Costs)

GEORGIA, FULTON COUNTY

To ALL and singular sheriffs of this state, the State Revenue Commissioner or his authorized representatives, greetings:

YOU ARE HEREBY COMMANDED, that of the goods and chattels, or if none be found, then the lands and tenements of

JAMES JOHNSON
 XXX-XX-2976
 JUANITA JOHNSON
 XXX-XX-5342
 5220 KOWETA RD
 ATLANTA, GA 30349-2402

JOINTLY AND SEVERALLY

you cause to be made by levy and sale the sum of the dollars and cents hereinafter shown, said sum representing delinquent tax liabilities of the named taxpayer(s) assessed under the taxing Acts of this State and the Georgia Public Revenue code for the taxable period(s) indicated below together with interest on the total as shown below at the rate specified in Code Section 48-2-40 from the date of this execution until said total amount is paid, plus all collection fees and costs which have accrued and which may hereafter accrue.

You are further commanded to pay over to the Department of Revenue of the State of Georgia the aforesaid amounts upon collection hereof and to have you then and there this writ.

Authorized Representative for
 State Revenue Commissioner
 MAR 12 2015

TAX TYPE	TAX PERIOD	AMOUNT DUE (Thru 11/30/08)
INCOME	01/01/05-12/31/05	\$247.06
INCOME	01/01/06-12/31/06	9862.41

Lien 3311 Pg 134
 Filed and Recorded Apr-03-2015 00:38am
 2015-0135998
 Cathelene Robinson
 Clerk of Superior Court
 Fulton County, Georgia

Witness the undersigned State Revenue Commissioner of Georgia on this date of NOVEMBER 30, 2009.

Bart L. Graham
 Bart L. Graham
 State Revenue Commissioner

Principal	\$682.36
Interest	235.40
Penalty	6.82
Collection Fee	184.91
Costs	25.00
Total	\$1,134.49

The State Revenue Commissioner can find no property of the defendant on which to levy the within tax execution.

This ___ day of _____

Authorized Representative of the State Revenue Commissioner

Georgia, _____ County
 Entered on General Execution Docket Book No. _____ Page No. _____ at _____ a.m.
 _____ p.m.
 This ___ day of _____

Clerk

FIERI FACIAS



THE CITY OF ATLANTA, GEORGIA
VS

ONE FIVE THREE NINE VENETIAN

AND 14 -0152-0001-018-8

P O BOX 1441
PINE LAKE GA 30072

1639 VENETIAN DR SW

CFN# 2008-0233800
GEORGIA, FULTON COUNTY
FILED AND RECORDED

2008 OCT - 01 AM 9:00

CATHELENE ROBINSON
CLERK, SUPERIOR COURT
LIEN BOOK

BOOK 983 PAGE 380

YEAR	FIERI FACIAS NUMBER	PROPERTY DESCRIPTION	TAX DISTRICT
2006	1397502	14 -0152-0001-018-8 1539 VENETIAN DR SW	05 ATLANTA/FUL

SOLID WASTE	PENALTY	FIFA	INTEREST	COSTS	TOTAL DUE
386.07	38.61	10.50	96.52	0.00	531.70

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 TAX PAYER 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 IN DOLLARS FOR THIS FI FA AND SUFFICIENT AMOUNT TO COVER INTEREST ON SAID PRINCIPAL TAX AT THE RATE ALLOWED BY LAW FROM THE DATE THE 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 SEPTEMBER 11, 2008.

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

TRANSFER OF FIERI FACIAS

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

DATE

TAX COMMISSIONER, EX-OFFICIO SHERIFF
FULTON COUNTY, GA

TRANSFER OF FIERI FACIAS



FIFA RECORDED BOOK 983 PAGE 380

THE CITY OF ATLANTA, GEORGIA
VS
ONE FIVE THREE NINE VENETIAN
And 14 015200010188 1539 VENETIAN DR SW

P.O. BOX 1441
PINE LAKE GA 30072

CFN# 2008-0280323
GEORGIA, FULTON COUNTY
FILED AND RECORDED

2008 NOV - 05 AM 9:00

CATHELENE ROBINSON
CLERK, SUPERIOR COURT
LIEN BOOK

BOOK 1027 PAGE 132

YEAR	FIERI FACIAS NUMBER	PROPERTY DESCRIPTION	TAX DISTRICT
2008	1397502	14 015200010188 1539 VENETIAN DR SW	05 ATLANTA/FUL

FOR AND IN CONSIDERATION OF THE SUM OF \$530.56 DOLLARS, EQUAL TO THE TAX, COST AND INTEREST DUE THE WITHIN FI FA, I HEREBY TRANSFER AND ASSIGN THE SAME TO:

VESTA HOLDINGS
AS NOMINEE FOR GBC
1266 WEST PACES FERRY ROAD #517
ATLANTA, GA 30327
(404) 949-3850

THIS 15TH DAY OF OCTOBER, 2008

Arthur E. Ferdinand, TAX COMMISSIONER
EX-OFFICIO SHERIFF, FULTON COUNTY, GA

FIERI FACIAS



THE CITY OF ATLANTA, GEORGIA
VS

ONE FIVE THREE NINE VENETIAN

AND 14 -0152-0001-018-8

P O BOX 1441
PINE LAKE GA 30072

1539 VENETIAN DR SW

CFN# 2008-0233801
GEORGIA, FULTON COUNTY
FILED AND RECORDED

2008 OCT - 01 AM 9:00

CATHELENE ROBINSON
CLERK, SUPERIOR COURT
LIEN BOOK

BOOK 983 PAGE 381

YEAR	FIERI FACIAS NUMBER	PROPERTY DESCRIPTION	TAX DISTRICT			
2007	1397502	14 -0152-0001-018-8 1539 VENETIAN DR SW	05 ATLANTA/FUL			
	SOLID WASTE	PENALTY	FIFA	INTEREST	COSTS	TOTAL DUE
	386.07	38.61	10.50	50.19	0.00	485.37

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 TAX PAYER 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 IN DOLLARS FOR THIS FI FA AND SUFFICIENT AMOUNT TO COVER INTEREST ON SAID PRINCIPAL TAX AT THE RATE ALLOWED BY LAW FROM THE DATE THE 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 SEPTEMBER 11, 2008.

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

TRANSFER OF FIERI FACIAS

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

DATE

TAX COMMISSIONER, EX-OFFICIO SHERIFF
FULTON COUNTY, GA

TRANSFER OF FIERI FACIAS



FIFA RECORDED BOOK 983 PAGE 381

THE CITY OF ATLANTA, GEORGIA
VS
ONE FIVE THREE NINE VENETIAN
And 14 015200010188 1539 VENETIAN DR SW

P O BOX 1441
PINE LAKE GA 30072

CFN# 2008-0280673
GEORGIA, FULTON COUNTY
FILED AND RECORDED

2008 NOV - 05 AM 9:00

CATHELENE ROBINSON
CLERK, SUPERIOR COURT
LIEN BOOK

BOOK 1027 PAGE 482

YEAR	FIERI FACIAS NUMBER	PROPERTY DESCRIPTION	TAX DISTRICT
2007	1397502	14 015200010188 1539 VENETIAN DR SW	05 ATLANTA/FUL

FOR AND IN CONSIDERATION OF THE SUM OF \$484.23 DOLLARS, EQUAL TO THE TAX, COST AND INTEREST DUE THE WITHIN FI FA. I HEREBY TRANSFER AND ASSIGN THE SAME TO:

VESTA HOLDINGS
AS NOMINEE FOR GBC
1266 WEST PACES FERRY ROAD #517
ATLANTA, GA 30327
(404) 949-3850

THIS 16TH DAY OF OCTOBER, 2008

Arthur E. Ferdinand, TAX COMMISSIONER
EX-OFFICIO SHERIFF, FULTON COUNTY, GA

FIERI FACIAS



THE CITY OF ATLANTA, GEORGIA
VS
ONE FIVE THREE NINE VENETIAN
AND 14 -0152-0001-018-8
P O BOX 1441
PINE LAKE GA 30072

1539 VENETIAN DR SW

CFM# 2009-0113010
GEORGIA, FULTON COUNTY
FILED AND RECORDED

2009 MAY - 19 AM 9:00
CATHELENE ROBINSON
CLERK, SUPERIOR COURT
LIEN BOOK
BOOK 1153 PAGE 319

YEAR	FIERI FACIAS NUMBER	PROPERTY DESCRIPTION	TAX DISTRICT	TAX	PENALTY	FIFA	INTEREST	COSTS	TOTAL DUE
2006	1397502	14 -0152-0001-018-8 1539 VENETIAN DR SW	05 ATLANTA/FUL	1,182.29	116.23	10.50	371.93	0.00	1,660.95

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 TAX PAYER 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 TAXES FOR THE ABOVE YEAR ALSO THE FURTHER LEGAL SUM IN DOLLARS FOR THIS FI FA AND SUFFICIENT AMOUNT TO COVER INTEREST ON SAID PRINCIPAL TAX AT THE RATE ALLOWED BY LAW FROM THE DATE THE 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 MAY 06, 2009.

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

TRANSFER OF FIERI FACIAS

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

DATE

TAX COMMISSIONER, EX-OFFICIO SHERIFF
FULTON COUNTY, GA