



ISSUED BY  
COMMONWEALTH LAND TITLE INSURANCE COMPANY

**Commonwealth**  
A LANDAMERICA COMPANY

OWNER'S POLICY OF TITLE INSURANCE

POLICY NUMBER  
ABO-613449

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

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

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

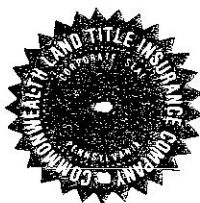
IN WITNESS WHEREOF, COMMONWEALTH LAND TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, the Policy to become valid when countersigned by an authorized officer or agent of the Company.

COMMONWEALTH LAND TITLE INSURANCE COMPANY

Attest:

*Wm. Chadwick Perrine*

Secretary



By:

*Janet A. Alpert*

President

### EXCLUSIONS FROM COVERAGE

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

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

# CONDITIONS AND STIPULATIONS

## 1. DEFINITION OF TERMS.

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company would have had against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors.

(b) "insured claimant": an insured claiming loss or damage.

(c) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.

(d) "land": the land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(f) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Section 1(a) (iv) of the Exclusions From Coverage, "public records" shall also include environmental protection liens filed in the records of the clerk of the United States district court for the district in which the land is located.

(g) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

## 2. CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE.

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

## 3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT.

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

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

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

(b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest, as insured, or to prevent or reduce loss or damage to the insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever the Company shall have brought an action or intervened in defense as required or permitted by the provisions of this policy, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the insured for this purpose. Whenever requested by the Company, the insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as insured. If the Company is prejudiced by the failure of the insured to furnish the required cooperation, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

## 5. PROOF OF LOSS OR DAMAGE.

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the insured claimant to provide the required proof of loss or damage, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, the insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgement of the Company, it is necessary in the administration of the claim. Failure of the insured claimant to submit for examination under oath, produce other reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this paragraph shall terminate any liability of the Company under this policy as to that claim.

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

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

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

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

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

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

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

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

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

Conditions and Stipulations Continued Inside Cover

Issued with Policy No. G32-836064

**SCHEDULE A**

Amount of Insurance: \$83,000.00

Policy No.: A60-618464

Premium: \$216.00

File No.: 15.00200

Date of Policy: November 9, 2000 at 2:29 p.m.

1. Name of Insured: Raymond F. Willeford, III

2. The estate or interest in the land which is covered by this policy is:

Fee Simple under and by virtue of General Warranty Deed dated November 2, 2000 from Idris Abdul Hamid to Raymond F. Willeford, III, filed of record November 9, 2000 at 2:29 p.m., recorded in Deed Book 29657, Page 282, Fulton County, Georgia Records.

3. Title to the estate or interest in the land is vested in:


Raymond F. Willeford, III

4. The land referred to in this policy is described in said instrument, is situated in the County of Fulton, State of Georgia, and is identified as follows:

All that tract or parcel of land lying and being in Land Lot 483 of the 1<sup>st</sup> District, 2<sup>nd</sup> Section of Fulton County, Georgia as more particularly described on Exhibit "A" attached hereto and incorporated herein by reference.

NORTH GEORGIA TITLE SERVICES, INC.

Countersigned: By: \_\_\_\_\_

  
Marvin M. Rice, President  
Authorized Officer or Agent

**SCHEDULE B  
EXCEPTIONS FROM COVERAGE**

Policy No.: A60-618464

File No.: 15.00200

**This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:**

1. Unrecorded easements, discrepancies or conflicts in boundary lines, shortage in area and encroachments which an accurate and complete survey would disclose.
2. Any and all taxes for the year 2001 and subsequent years which are not yet due and payable.
3. All matters as shown on recorded Condominium Plat in Condominium Plat Book 6, Page 21, Fulton County, Georgia Records.
4. Declaration of Condominium filed July 23, 1982 in Deed Book 8190, Page 147, aforesaid Records.
5. Right of Way Deeds to Fulton County:
  - a) filed January 3, 1986 in Deed Book 4841, Page 133;
  - b) filed January 29, 1981 in Deed Book 7761, Pages 72 and 74;
  - c) filed October 12, 1953 in Deed Book 2241, Page 141; and
  - d) filed June 3, 1953 in Deed Book 2850, Page 386, aforesaid Records.
6. Easement to Georgia Power Company filed February 2, 1972 in Deed Book 5527, Page 163, aforesaid Records.
7. Deed To Secure Debt, Assignment of Rents and Security Agreement dated November 2, 2000 from Raymond F. Willeford, III to SouthTrust Bank, recorded in Deed Book 29657, Page 286, aforesaid Records.

**SCHEDULE B  
EXCEPTIONS FROM COVERAGE**

Policy No.: A60-618464  
File No.: 15.00200

Note: The following appear as a matter of information only.

Assignment of Rents and Leases dated November 2, 2000 from Raymond F. Willeford, III to SouthTrust Bank, recorded in Deed Book 29657, Page 296, Fulton County, Georgia Records.

UCC-1 Financing Statement File No. 060200020983 reflecting Raymond F. Willeford, III as Debtor and SouthTrust Bank as Secured Party, filed November 9, 2000, aforesaid Records.

UCC-2 Notice Filing reflecting Raymond F. Willeford, III as Debtor and SouthTrust Bank as Secured Party, filed November 9, 2000, in Deed Book 29657, Page 305, aforesaid Records.

## ATTACHMENT

Policy No.: A60-618464  
File No.: 15.00200

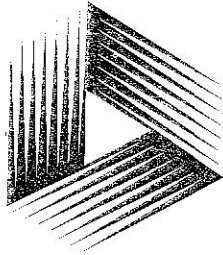
## NOTICE

The laws of the State of Georgia prohibit insurers from unfairly discriminating against any person based upon his or her status as a victim of family violence.

### EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lot 483 of the 1<sup>st</sup> District, 2<sup>nd</sup> Section of Fulton County, Georgia and being Unit 3, Building "D" of NORTH FULTON EXECUTIVE SQUARE as shown on plat of survey dated February 16, 1982, made by Bates-Long & Associates, which plat is recorded in Condominium Plat Book 6, Page 21, Fulton County Records, and as shown on Floor Plans prepared by Dick Debban, which Floor Plans are on file with the Clerk of the Superior Court of Fulton County in Condominium Cabinet 2, Folder 118, Fulton County Records, together with all right, title and interest of Grantor(s) in said Unit and the appurtenances thereto under the Declaration of Covenants, Conditions and Restrictions for North Fulton Executive Square dated July 22, 1982, recorded in Deed Book 8190, Page 147, Fulton County Records, which Plat, Plans, Declaration and all recorded Amendments thereto are, by reference, incorporated herein and made parts hereof. The interest herein conveyed includes, without limiting the generality of the foregoing, an undivided one-thirty-sixth (1/36<sup>th</sup>) interest in the Common Area of NORTH FULTON EXECUTIVE SQUARE as the same is defined in said Declaration.

This conveyance is subject to all the provisions of said Declaration and Georgia Laws 1975, Page 609, et seq., (Chapter 85-16E of the Code of Georgia), as subsequently amended. The property herein described is intended solely for use as provided for in said Declaration.



## OWNER'S POLICY OF TITLE INSURANCE (10-17-92)

AMERICAN LAND TITLE ASSOCIATION

ISSUED BY  
COMMONWEALTH LAND TITLE INSURANCE COMPANY



**Commonwealth**  
A LANDAMERICA COMPANY

Title Insurance Since 1876

HOME OFFICE:  
101 Gateway Centre Parkway, Gateway One  
Richmond, Virginia 23255-5153

B 1190-3

## A WORD OF THANKS

As we make your policy a part of our permanent records, we want to express our appreciation of this evidence of your faith in Commonwealth Land Title Insurance Company.

There is no recurring premium.

This policy provides valuable title protection and we suggest you keep it in a safe place where it will be readily available for future reference.

If you have any questions about the protection provided by this policy, contact the office that issued your policy or you may write to:

Consumer Affairs Department

**Commonwealth Land Title  
Insurance Company**

P.O. Box 27567  
Richmond, Virginia 23261-7567  
TOLL FREE NUMBER: 1-800-446-7086