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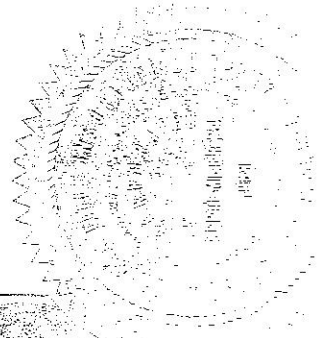
*The American Life Insurance Company*

# POLICY OF LIFE INSURANCE

ISSUED THROUGH THE OFFICES OF

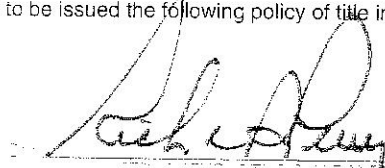
**Amberley Life Company, Inc.**

THE GEORGIA ATTORNEYS GENERAL'S OFFICE  
CERTIFIED TO FIDELITY COMPLIANCE AS SHOWN



TITLE OPINION

The undersigned member of Attorneys' Title Guaranty Fund, Inc. renders to the insured named in the policy the opinion that, based upon matters correctly indexed upon the public records of the county in which the land described in Schedule A of the policy is located (the term "land" being more particularly defined in the Conditions and Stipulations of the policy) and subject to the Exclusions from Coverage hereinafter set forth, the Exceptions contained in Schedule B and the Conditions and Stipulations of the policy, the estate or interest described in Schedule A is vested in the insured at Date of Policy free of all encumbrances, liens and other objections, and has caused to be issued the following policy of title insurance.

  
ROBERT H. SMITH  
ATTORNEYS' TITLE GUARANTY FUND MEMBER

First American Title Insurance Company

OWNER'S POLICY OF TITLE INSURANCE

ISSUED THROUGH A MEMBER OF  
Attorneys' Title Guaranty Fund, Inc.  
THE SEGREGATED ATTORNEYS' ORGANIZATION SPECIALLY ORGANIZED TO  
PROVIDE COMPLETE TITLE ASSURANCE

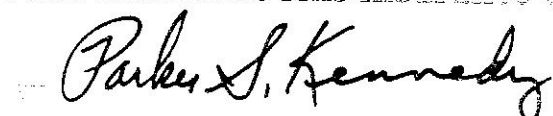
SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not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

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

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

This policy shall not be valid or binding without Schedules A and B.

First American Title Insurance Company



MARK R. ARNOLD  
SECRETARY

*Attorneys' Title Guaranty Fund, Inc.*

**SCHEDULE A**

Agent's File No: 98-002

Policy No. **GF-OP-65225**

Date of Policy: JULY 27, 1998

Amount of Insurance: \$75,000.00

1. Name of Insured:

RAYMOND F. WILLEFORD, III

2. The estate or interest in the land described herein and which is covered by this policy is an estate or interest designated as follows:

FEE SIMPLE

3. Title to the estate or interest referred to herein is at the Effective Date of this Policy vested in the Insured by virtue of warranty deed from Calvin A. Thomas et al. dated July 21, 1998, recorded in Deed Book 25001, page 334, Fulton County Records.

4. The land herein described is encumbered by the following mortgage and assignments, if any:

Deed To Secure Debt from Raymond F. Willeford, III to Calvin A. Thomas et al. dated July 21, 1998, recorded in Deed Book 25001, page 336 et seq., Fulton County Records, securing an original indebtedness of \$75,000.00.

And the mortgages, if any, shown in Schedule B hereof.

5. The land referred to in this policy is in the State of Georgia County of Fulton  
And is described as follows:

All that tract or parcel of land lying and being in Land Lot 483 of the 1st District, 2nd Section of Fulton County, Georgia being Unit 4, Building D of North Fulton Executive Square as shown on plat of survey dated February 16, 1982, recorded in Condominium Plat Book 6, page 21, Fulton County Records, and being more particularly described in copy of Warranty Deed attached hereto and made a part hereof.

RICHARD P. PERRY, J.D., P.C.

BY: 

Richard P. Perry

# *Attorneys' Title Guaranty Fund, Inc.*

## **SCHEDULE B**

Agent's File No. 95-002

Policy No. GF-OP-65225

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 the following exceptions:

### **General Exceptions:**

1. Rights or claims of parties in possession not shown by the public records.
2. Easements, or claims of easements, not shown by the public records.
3. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the premises.
4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Any adverse claim to any portion of said land which has been created by artificial means or has accreted to any such portion so created and riparian rights, if any.
6. Taxes or special assessments which are not shown as existing liens by the public records.

### **Special Exceptions**

7. The mortgage, if any, referred to in Item 4 of Schedule A.
8. The lien of all taxes for the year 1998, and all subsequent years.
9. Declaration of Covenants, Conditions, and Easements for North Fulton Executive Square dated July 22, 1982, recorded in Deed Book 8190, page 147 et seq., Fulton County Records.
10. Matters shown on plat of North Fulton Executive Square recorded in Condominium Plat Book 6, page 21, Fulton County Records.
11. Matters shown on floor plan of subject property filed in Condominium Cabinet 2, Folder 118, Fulton County Records.

GEORGIA, FULTON COUNTY  
FILED AND RECORDED

98 JUL 27 AM 8:30

JUANITA HICKS  
CLERK OF SUPERIOR COURT

Preparer's Address:  
Richard P. Perry, Esq.  
1173 Canton Street  
Roswell, GA 30075

STATE OF GEORGIA  
COUNTY OF FULTON

WARRANTY DEED

THIS INDENTURE, made this 21<sup>st</sup> day of July in the Year  
of Our Lord One Thousand Nine Hundred and Ninety-Eight between

**CALVIN A. THOMAS and N. JOAN THOMAS**

of the State of Georgia and County of Dawson of the first part, and

**RAYMOND F. WILLEFORD, III**

of the State of Georgia and County of Fulton of the second part,

Fulton County, Georgia  
Real Estate Transfer Tax  
Paid \$ 75.00  
Date 7-27-98  
JUANITA HICKS  
Clerk, Superior Court  
By: Edward  
Deputy Clerk

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable considerations, in hand paid, at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell and convey unto the said party of the second part, his heirs, administrators and assigns:

All that tract or parcel of land lying and being in Land Lot 483 of the 1st District, 2nd Section of Fulton County, Georgia, being Unit 4, 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 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 a part hereof. The interest herein conveyed includes, without limiting the generality of the foregoing, an undivided one-thirty-sixth (1/36th)

BOOK 25001 PAGE 334

interest in the Common Area of North Fulton Executive Square as the same is defined in said Declaration.

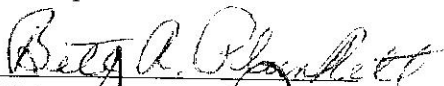
TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said party of the second part, his heirs and assigns, forever, in Fee Simple.

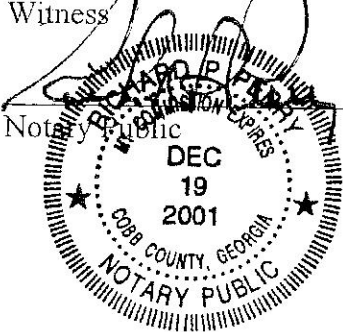
AND THE SAID parties of the first part, their administrators and assigns, will warrant and forever defend the right and title to the above described property unto the said party of the second part, his heirs and assigns, against the lawful claims of all persons whomsoever.

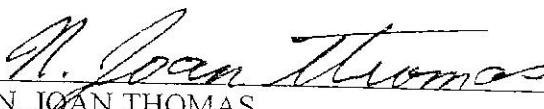
IN WITNESS WHEREOF, the undersigned have hereunto set their hands and affixed their seals the day and year first above written.

  
\_\_\_\_\_  
CALVIN A. THOMAS (SEAL)

Signed, sealed and delivered  
in the presence of:

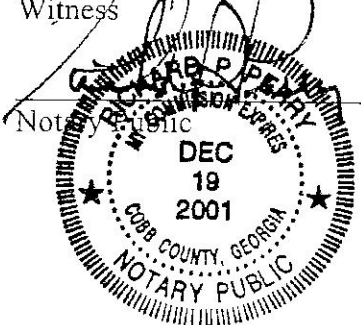
  
\_\_\_\_\_  
Witness



  
\_\_\_\_\_  
N. JOAN THOMAS (SEAL)

Signed, sealed and delivered  
in the presence of:

  
\_\_\_\_\_  
Witness



BOOK 25001335