



A. Settlement Statement (HUD-1)

B. Type of Loan: 1. FHA 2. RHS 3. Conv. Unins. 4. VA 5. Conv. Ins.

6. File Number: COB-130500336S

7. Loan Number:

8. Mortgage Insurance Case Number:

C. Note: *This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.*

D. Name and Address of Buyer: ATL Investors LLC 2050 Roswell Rd Marietta, GA 30062		E. Name and Address of Seller: Secretary of Housing and Urban Development 40 Marietta Street Five Points Plaza Atlanta, GA 30303	
G. Property Location: 1652 Carrie Farm Lane NW Kennesaw, GA 30144 Cobb County, Georgia LL 136, 20th Dist, 2nd Sect, Lot 6, Unit I, Carrie Farms Parcel ID: 20013600250		H. Settlement Agent: Morris Hardwick Schneider, LLC 3730 Roswell Road, Suite 25 Marietta, GA 30062	
F. Name and Address of Lender: CASH		I. Settlement Date: June 14, 2013	
		Disbursement Date: June 14, 2013	

J. Summary of Buyer's transaction		K. Summary of Seller's transaction	
100. Gross Amount Due from Buyer:	70,111.00	400. Gross Amount Due to Seller:	70,111.00
101. Contract sales price		401. Contract sales price	
102. Personal property		402. Personal property	
103. Settlement Charges to Buyer (Line 1400)	1,267.00	403.	
104.		404.	
105.		405.	
Adjustments for items paid by Seller in advance		Adjustments for items paid by Seller in advance	
106. City Taxes	to	406. City Taxes	to
107. County Taxes	to	407. County Taxes	to
108. Assessments	to	408. Assessments	to
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. Gross Amount Due from Buyer	71,378.00	420. Gross Amount Due to Seller	70,111.00
200. Amounts Paid by or in Behalf of Buyer		500. Reductions in Amount Due Seller:	
201. Deposit or earnest money	1,000.00	501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to Seller (Line 1400)	4,863.66
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff First Mortgage	
205.		505. Payoff Second Mortgage	
206.		506.	
207.		507. (Deposit disb. as proceeds)	
208.		508.	
209. Seller Paid Closing Costs		509. Seller Paid Closing Costs	
Adjustments for items unpaid by Seller		Adjustments for items unpaid by Seller	
210. City Taxes	to	510. City Taxes	to
211. County Taxes	01/01/13 to 06/14/13	511. County Taxes	01/01/13 to 06/14/13
212. Assessments	to	512. Assessments	to
213. 2012 County Taxes PD \$517.40		513. 2012 County Taxes PD \$517.40	
214.		514.	
215.		515. 2012 Exemption \$266.61	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total Paid by/for Buyer	1,354.42	520. Total Reduction Amount Due Seller	5,208.08
300. Cash at Settlement from/to Buyer		600. Cash at settlement to/from Seller	
301. Gross amount due from Buyer (line 120)	71,378.00	601. Gross amount due to Seller (line 420)	70,111.00
302. Less amount paid by/for Buyer (line 220)	(1,354.42)	602. Less reductions due Seller (line 520)	(5,208.08)
303. Cash <input checked="" type="checkbox"/> From <input type="checkbox"/> To Buyer	70,023.58	603. Cash <input checked="" type="checkbox"/> To <input type="checkbox"/> From Seller	64,902.92

* Paid outside of closing by borrower(B), seller(S), lender(L), or third-party(T)

WARNING: IT IS A CRIME TO KNOWINGLY MAKE FALSE STATEMENTS TO THE UNITED STATES ON THIS OR ANY SIMILAR FORM. PENALTIES UPON CONVICTION CAN INCLUDE A FINE AND IMPRISONMENT. FOR DETAILS SEE: TITLE 18 U.S. CODE SECTION 1001 & SECTION 1010.

The Public Reporting Burden for this collection of information is estimated to average 35 minutes per response for collecting, reviewing, and reporting the data. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. No confidentiality is assured; this disclosure is mandatory. This is designed to provide the parties to a RESPA-covered transaction with information during the settlement process.

L. Settlement Charges		Paid From Buyer's Funds at Settlement	Paid From Seller's Funds at Settlement
700. Total Real Estate Broker Fees	\$ 4,206.66		
Division of commission (line 700) as follows:			
701. \$ 2,103.33	to David C. Vaughn, Inc.		
702. \$ 2,103.33	to Office Partners of Cobb LLC		
703. Commission paid at settlement			
704. Broker Bonus	to Office Partners of Cobb LLC		
705.			4,206.66
705.			600.00
800. Items Payable in Connection with Loan			
801. Our origination charge	\$	(from GFE #1)	
802. Your credit or charge (points) for the specific interest rate chosen	\$	(from GFE #2)	
803. Your adjusted origination charges		(from GFE #A)	0.00
804. Appraisal fee	to	(from GFE #3)	
805. Credit Report	to	(from GFE #3)	
806. Tax service	to	(from GFE #3)	
807. Flood certification	to	(from GFE #3)	
808.		(from GFE #3)	
809.		(from GFE #3)	
810.		(from GFE #3)	
811.		(from GFE #3)	
900. Items Required by Lender to Be Paid in Advance			
901. Daily interest charges from	to @ \$/day	(from GFE #10)	
902. MIP Tot Ins. for Life of Loan	months to	(from GFE #3)	
903. Homeowner's insurance for	1.0 years to	(from GFE #11)	
904.		(from GFE #11)	
905.		(from GFE #11)	
1000. Reserves Deposited with Lender			
1001. Initial deposit for your escrow account		(from GFE #9)	
1002. Homeowner's insurance	@ \$ per		
1003. Mortgage insurance	@ \$ per		
1004. Property taxes	@ \$ per		
County Taxes			
1005.			
1006.			
1007.			
1008.			
1009. Aggregate Escrow Adjustment			
1100. Title Charges			
1101. Title services and lender's title insurance		(from GFE #4)	675.00
1102. Settlement or closing fee	to Morris Hardwick Schneider, LLC	\$ 450.00	
1103. Owner's title insurance to Old Republic Natl Title Ins Co/LCT		(from GFE #5)	248.50
1104. Lender's title insurance to Old Republic Natl Title Ins Co/LCT			
1105. Lender's title policy limit	\$ 70,111.00		
1106. Owner's title policy limit	\$ 70,111.00		
1107. Agent's portion of the total title insurance premium	to LandCastle Title, LLC	\$ 198.80	
1108. Underwriter's portion of the total title insurance premium	to Old Republic Natl Title Ins Co	\$ 49.70	
1109.			
1110. Seller Settlement Fee	to Fearnley & Price, LLC	\$	35.00
1111.			
1112.			
1113. Closing Protection Letter* (L)	Old Republic National Title Insurance Company		
1200. Government Recording and Transfer Charges			
1201. Government recording charges	to Cobb County Clerk of Superior Court	(from GFE #7)	12.00
1202. Deed \$ 12.00	Mortgage \$	Releases \$	Other \$
1203. Transfer taxes			(from GFE #8)
1204. City/County tax/stamps	Transfer Tax \$	Intangible Tax \$	
1205. State tax/stamps	Transfer Tax \$ 0.00	Intangible Tax \$	Exempt
1206.			
1207. Record Limited Warranty Deed	to Cobb County Clerk of Superior Court		10.00
1300. Additional Settlement Charges			
1301. Required services that you can shop for		(from GFE #6)	
1302. Home Warranty	to FirstAmerican Home Buyers Protection (\$	333.50
1303.		\$	
1304.		\$	
1305.		\$	
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)			4,853.66

*Abbreviations: Paid outside of closing (FOC), Borrower (B), Seller (S), Lender (L), or Third Party (T).

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ACKNOWLEDGMENT OF RECEIPT OF SETTLEMENT STATEMENT

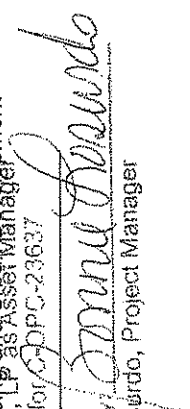
Buyer: ATL Investors LLC
Seller: Secretary of Housing and Urban Development
Lender: CASH
Settlement Agent: Morris|Hardwick|Schneider, LLC
(770)565-3800
Place of Settlement: 3730 Roswell Road, Suite 25
Marietta, GA 30062
Settlement Date: June 14, 2013
Property Location: 1652 Carrie Farm Lane NW
Kennesaw, GA 30144
Cobb County, Georgia
LL 136, 20th Dist, 2nd Sect,
Lot 6, Unit I, Carrie Farms
Parcel ID: 20013600250

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

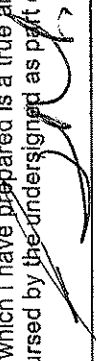
ATL Investors, LLC
By: Next Chapter Investments, LLC
As it's: Managing Member

BY: 
Bruce Allion
Sole Member

Secretary of Housing and Urban Development
Morris|Hardwick|Schneider, LP
BY: Contractor for GPPC-23637

For HUD by: 
Bonnie Losardo, Project Manager

To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.


Morris|Hardwick|Schneider, LLC
Settlement Agent

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

(COB-130500336S.PFD/COB-130500336S/17)

OWNER'S POLICY OF TITLE INSURANCE

Policy Issuer:
LANDCASTLE TITLE, LLC MORRIS/HARDWICK/SCHNEIDER
SUITE 3000
3560 LENOX ROAD
ATLANTA, GA 30326
PHONE: 404-961-9000



Policy Number **OX-08921080** File Number: **COB-1305003365**

Issued by Old Republic National Title Insurance Company

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Minnesota corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from:
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protectionif a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.

Countersigned:

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111


Authorized Officer or Licensed Agent

By  President

Attest  Secretary

ORT Form 4309
ALTA Owners Policy of Title Insurance 6-17-06

6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.

7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.

8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.

9. Title being vested other than as stated in Schedule A or being defective

(a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or

(b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records

(i) to be timely, or

(ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.

10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

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 that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to

(i) the occupancy, use, or enjoyment of the Land;

(ii) the character, dimensions, or location of any improvement erected on the Land;

(iii) the subdivision of land; or

(iv) environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.

2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.

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

(however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or

(e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.

4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is

(a) a fraudulent conveyance or fraudulent transfer; or

(b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.

5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
- (i) The term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity.
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
- (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
- (2) if the grantee wholly owns the named Insured,
- (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
- (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
- (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "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 Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to

purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation 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 warranties in any transfer or conveyance of the Title. 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 obligation 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 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that 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.

5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, 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 covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters 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. It 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 that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, 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 to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

CONDITIONS (cont)

6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right 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 securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter 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.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that 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 of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. 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 that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.
- Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.
- (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. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

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

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

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
- (i) the Amount of Insurance; or
 - (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
- (i) the Amount of Insurance shall be increased by 10%, and
 - (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

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

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

CONDITIONS (con't)

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this

policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

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

17. CHOICE OF LAW; FORUM

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at 400 Second Avenue South, Minneapolis, Minnesota 55401-2499.



**Old Republic National Title Insurance Company
Owner's Policy - Schedule A**

Issued with Policy Number:

Policy No.: OX-08921080

Residential Non-residential

Amount of Insurance: \$70,111.00

File No.: COB-130500336S

Premium: \$ 248.50

Non-residential Endorsements
100% to ORT \$ 0.00

Date of Policy: June 14, 2013

Address Reference: 1652 Carrie Farm Lane NW
Kennesaw, Georgia 30144

1. **Name of Insured:**
ATL Investors Acquisitions I, LLC
2. **The estate or interest in the Land that is insured by this policy is:**
Fee Simple
3. **Title is vested in:**
ATL Investors Acquisitions I, LLC
4. **The land referred to in this policy is described as follows:**
All that tract or parcel of land lying and being in Land Lot 136, 20th District, 2nd Section, Cobb County, Georgia and being Lot 6, Unit 1, Carrie Farms Subdivision, as per plat recorded in Plat Book 96, Page 21, Cobb County, Georgia records, which plat is incorporated herein and made a part hereto by reference.

This policy valid only if Schedule B is attached.

Old Republic National Title Insurance Company

ORT Forms 4309A (Schedule A), 4309B (Schedule B)

(COB-130500336S.PFD/COB-130500336S/22)



Old Republic National Title Insurance Company
Owner's Policy - Schedule B

SCHEDULE B-I

Policy No.: OX-08921080

File No.: COB-130500336S

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

1. This policy does not insure as to the exact amount of acreage contained within subject property.
2. Taxes for the year 2013 and subsequent years, not yet due and payable and any additional taxes, interest and/or penalties which may be assessed for prior tax years by virtue of adjustment, re-appraisal, re-assessment, reversal of exemption, appeal or other amendment to the tax records of the city or county in which the subject property is located.
3. Rights or claims of parties in possession.
4. Mechanics, Contractors' or Materialmens' liens and lien claims, if any, where no notice thereof appears of record.
5. Unpaid water bills, sewer, sanitation bills and any and all other sums outstanding and owed to a government or government authority for which there is no recorded execution or lien.
6. Easements or claims of easements not shown by the public records.
7. Covenants, conditions, restrictions, easements and/or servitudes, if any, appearing in the public records.
8. Any mortgage, deed of trust, security deed, judgment, lien or encumbrance of any kind which has been created by the Insured, imposed upon or assented to by the insured or of which the insured has actual knowledge.
9. Any fact which would be disclosed by a comprehensive and accurate survey of the property. Covered Risk 2(c) is hereby removed.
10. Setback lines, easements and other matters shown on plat recorded at Plat Book 96, Page 21, aforesaid records.
11. Any water, sewer, sanitary or other utility bill which has not yet been issued from the county authority.

Old Republic National Title Insurance Company

ORT Forms 4309A (Schedule A), 4309B (Schedule B)

(COB-130500336S.PFD/COB-130500336S/22)



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
Owner's Policy-Exhibit A

LEGAL DESCRIPTION

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

All that tract or parcel of land lying and being in Land Lot 136, 20th District, 2nd Section, Cobb County, Georgia and being Lot 6, Unit 1, Carrie Farms Subdivision, as per plat recorded in Plat Book 96, Page 21, Cobb County, Georgia records, which plat is incorporated herein and made a part hereto by reference.

Old Republic National Title Insurance Company

(COB-130500336S.PFD/COB-130500336S/22)

PRIVATE POLICY NOTICE
FOR
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
AND
Morris|Hardwick|Schneider, LLC

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of Old Republic National Title Insurance Company and Morris|Hardwick|Schneider, LLC.

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you such as on applications or other forms.
- Information about your transactions we secure from our files, or from [our affiliates or] others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.

Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to non-public personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

We appreciate this opportunity to be of service to you.

FEARNLEY & PRICE, LLC
2295 PARKLAKE DRIVE, SUITE 500
ATLANTA, GEORGIA 30345
FILE NO. 105-410651-NW

To: NANA
From: NANA
8/7/2013

STATE OF TENNESSEE
COUNTY OF DAVIDSON

SPECIAL WARRANTY DEED

THIS INDENTURE, made this 14th day of June, 2013 between SHAUN DONOVAN, the SECRETARY OF HOUSING and URBAN DEVELOPMENT of Washington, D.C., party of the first part and

ATL INVESTORS, LLC

of Cobb County, Georgia, party(ies) of the second part.

WITNESSETH, that the said party of the first part, for and in consideration of the sum of Ten Dollars (\$10:00), and other 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, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm, unto the said party(ies) of the second part, and the heirs and assigns of the said party(ies) of the second part, the following described real property situated and being in the County of Cobb, State of Georgia, to wit:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 136 OF THE 20TH DISTRICT, 2ND SECTION, COBB COUNTY, GEORGIA RECORDS, BEING LOT 6, CARRIE FARMS SUBDIVISION, UNIT 1, AS PER PLAT RECORDED IN PLAT BOOK 96, PAGE 21, COBB COUNTY, GEORGIA RECORDS, WHICH PLAT IS INCORPORATED HEREIN BY REFERENCE AND MADE A PART HEREOF.

Parcel I. D. #: 20-0136-0-025-0
Property Address: 1652 Carrie Farm Ln. NW, Kennesaw, GA 30144

BEING the same property acquired by the party of the first part pursuant to the provisions of the National Housing Act, as amended (12 USC 1701 et seq) and the Department of Housing and Urban Development Act (42 USC 3531 et seq).

TO HAVE AND TO HOLD the said property hereinbefore described, with all and singular the rights, members and appurtenances thereunto appertaining, to the only proper use, benefit and behoof of the said party(ies) of the second part, forever, in fee simple, and the said party of the first part specially warrants the title to the said above-described bargained property against the lawful claims of all persons claiming by through or under the party of the first part.

SUBJECT TO ALL covenants, restrictions, reservations, easements, conditions and rights appearing of record and subject to any state of facts an accurate survey would show.

THIS DEED NOT TO BE IN EFFECT UNTIL: June 14, 2013

IN WITNESS WHEREOF, the undersigned has set his/her hand and seal as a principal and/or officer of HOMETELOS, LP., the Asset Manager for the United States Department of Housing and Urban Development for and on behalf of the Secretary of Housing and Urban Development, under the re-delegation of authority published at 70 F.R. 43171 (07/26/05), as amended.


Signed, sealed and delivered in the presence of:



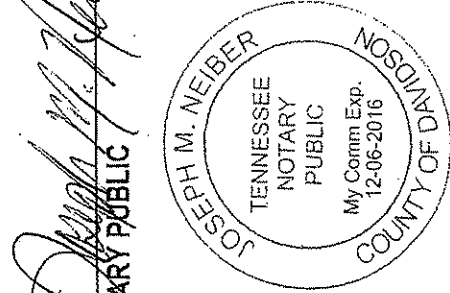
WITNESS

Secretary of Housing and Urban Development of Washington, D.C., its successors and/or assigns

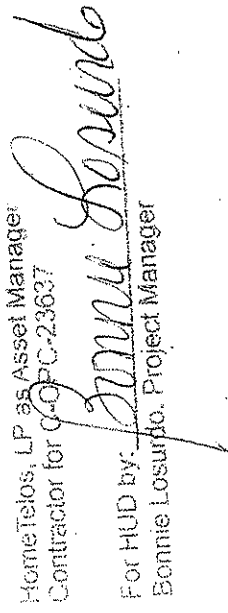
By: Its Authorized Signatory whose name and signature appears below.



NOTARY PUBLIC



HomeTelos, LP as Asset Manager
Contractor for C-OPC-23637



For HUD by: Bonnie Losurdo
Bonnie Losurdo, Project Manager

Record and Return to:
Morris|Hardwick|Schneider, LLC
3730 Roswell Road, Suite 25
Marietta, GA 30062
COB-130500336S

SPECIAL WARRANTY DEED

**STATE OF GEORGIA
COUNTY OF COBB**

THIS INDENTURE, Made the **14th day of June, 2013**, between

ATL Investors LLC

of the County of Cobb, State of Georgia, as party or parties of the first part, hereinafter called Grantor, and

ATL Investors Acquisition I, 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 00/100 (\$10.00) DOLLARS 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 136, 20th District, 2nd Section, Cobb County, Georgia and being Lot 6, Unit I, Carrie Farms Subdivision, as per plat recorded in Plat Book 96, Page 21, Cobb County, Georgia records, which plat is incorporated herein and made a part hereto by reference.

SUBJECT to restrictive covenants and general utility easements of record.

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

AND THE SAID Grantor will warrant and forever defend the right and title to the above-described property unto the said Grantee against the claims of all persons claiming by, through or under Grantor.

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

Signed, sealed and delivered in presence of:

Amber Payne
Unofficial Witness

[Signature]
Notary Public

ATL Investors, LLC
By: Next Chapter Investments, LLC
As it's: Managing Member

[Signature] [SEAL]
By: Bruce Ailion as its Sole Member

