

Account number ending in [1921_____]

Affidavit and Hold Harmless Agreement

File number: 01086144 / 220318310
Parcel ID: 17-0136-LL-211-5
State of: GEORGIA
County of: FULTON

I/We, _____, the Buyer(s), of the below-mentioned real estate situated in County of FULTON, State of

GEORGIA, commonly known as

421 OAKMONT PLACE, ATLANTA, GA, 30327

acknowledge that the liens, open permits and/or any other matters that affect the Property including, but not limited to, those listed in Exhibit A attached hereto and made a part hereof (collectively the "Open Matters") were placed thereon by applicable governmental authorities, special taxing districts, the City and/or County, and/or one or more other entities. The Buyer acknowledges and agrees that it has reviewed the Open Matters in depth, which may include, without limitation, Special Assessments, Special Assessment Liens, MSBU Liens, Impact Fees, Water, Sewer and/or Trash removal charges, Code Enforcement Violations, notices of open, expired or out-of-compliance permits and/or unapproved/unpermitted improvements.

I/We, _____, as Buyer(s) acknowledge and agree that the Buyer shall purchase the Property in its as-is, where-as condition, and the Buyer(s) acknowledges and accepts full and complete responsibility and obligation for any and all issues that affect the Property, including but not limited to the Open Matters disclosed in this Affidavit and Hold Harmless Agreement (the "Agreement") or that may be disclosed prior to or at closing. For the sake of clarity, the Buyer is agreeing to purchase the Property and take responsibility for all Open Matters whether known or unknown and whether disclosed or undisclosed.

Furthermore, I/we, _____, as Buyer(s) acknowledge and agree that the Seller of the Property,

The Bank of New York Successor Trustee to JPMorgan Chase Bank N.A., As Trustee for the Bear Stearns Alt-A Trust, Mortgage Pass-Through Certificates, Series 2005-5, as well as Bank of America, N.A., its affiliates, subsidiaries and agents, designated asset management company

Auction.com and its subcontractors _____, and
agent MIKE PREWETT _____, title company
ServiceLink _____,

and title insurance underwriter

CHICAGO TITLE INSURANCE COMPANY

for the Property (collectively, the "Indemnified Parties") shall all be held harmless from all consequences related to nonpayment and/or noncompliance of the above-mentioned Open Matters before or following the closing of the Property. Buyer agrees to and shall assume all responsibility, liability and obligations associated with all of the Open Matters and shall indemnify and hold the Indemnified Parties harmless from all damages, injury or claims, including without limitation, costs, expenses or liability that may arise out of or be related to the Open Matters.

I/We, _____, as Buyer(s) are making and giving this affidavit for the purpose of completing a certain purchase transaction of the referenced property and to induce

ServiceLink

(Title), its agents or representatives to issue its title insurance policy or policies. Affiant further acknowledge that he has read the foregoing statement and representations and that the same are true and accurate to the best of the knowledge of the affiant and that such representations are important to the transaction and are being relied upon by the interested parties of this transaction.

_____ I/We, _____, as Buyers(s) are aware that the above-captioned property may have various code violations, including but not limited to the violations listed in Exhibit A, and by signing this Agreement, are aware that title issues may and can change during/before/after the close of Escrow.

_____ I/We, _____, as Buyers hold your institution, the Seller, or any other assignee/third-party vendors/suppliers and any of your individual personnel harmless and without further liability that might arise from the condition of the Property. This statement is made free of any duress.

_____ I/We, _____, as Buyers have been advised and are aware that a second title report (date down) will be pulled before closing of Escrow and can include additional Open Matters that may include, without limitation, Special Assessments, Special Assessment Liens, MSBU Liens, Impact Fees, Water, Sewer and/or Trash removal charges, Code Enforcement Violations, notices of open, expired or out-of-compliance permits and/or unapproved/unpermitted improvements.

_____ I/We, _____, as Buyers agree to continue and proceed with the Sale of the above property upon receipt of the updated title report (date down) notwithstanding any additional Open Matters.

_____ I/We, _____, as Buyers are aware that Bank of America and its affiliates/third-party vendors/suppliers have the right to keep the Earnest Money Deposit if I choose to cancel the contract and not purchase the Property.

Notwithstanding anything contained herein to the contrary, the parties hereto expressly covenant and agree that the terms

and conditions of this Agreement shall survive the termination of any agreement to purchase the Property or closing on the purchase thereof.

Made this ____ day of _____, 20____.

Buyer 1 Signature: _____

Buyer 2 Signature: _____

Buyer 3 Signature: _____

Subscribed and sworn to me this ____ day of _____, 20____, by _____

Notary Public Signature: _____

Notary Public Printed Name: _____

My Commission Expires: _____

Exhibit A

Buyer(s) Name(s): _____
Property Address: 421 OAKMONT PLACE, ATLANTA, GA, 30327

The following Open Matters (copies are attached) are currently known to affect the Property:

Violation/Lien	Amount	On Commitment
The yard is unkempt and unsightly and the house is in disrepair. The home and yard are not maintained to community standards.		
There are old tether ball and basketball goals in the driveway that need to be removed.		
The house needs pine straw and mulch on the front slope and around the property.		

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Buyer 1 Signature: _____

Buyer 2 Signature: _____

Buyer 3 Signature: _____

Christie Carroll

From: Ron Hughes <rjhughesjr@gmail.com>
Sent: Wednesday, July 6, 2022 5:02 PM
To: Christie Carroll
Cc: MIKEP@southernreo.com; ETRUJILLO@auction.com
Subject: Re: HOA - 421 Oakmont Place Atlanta, GA 30327

Thanks for your patience Christie. I have furnished you some information including the HOA docs in a prior email as you recall.

The HOA is called Oakmont Place Community Association, Inc.

There is a Merrill Lynch bank account number that ends in -03256
The Tax ID Number is 20-8263334

HOA dues are currently \$200 paid quarterly and they are due now for Q3. Checks should be made to Oakmont Place Community Association in the amount of \$600 and mailed to my attention as VP/Treasurer at 405 Oakmont Place Atlanta GA 30327. Consider this email an invoice or notice of dues payment. It is possible that dues can increase or that assessments can be made also.

There are several violations currently. The yard is unkempt and unsightly and the house is in disrepair. There are old tether ball and basketball goals in the driveway that need to be removed. The house needs pine straw and mulch on the front slope and around the property. The home and yard are not maintained to community standards and fines could be imposed for failure to remedy.

It is not permitted to rent homes in Oakmont Place and there has never been a renter in the community since it's founding in 2004. Again, properties in Oakmont Place can only be shown by appointment only and "open houses" that require leaving the gate open are not permitted.

Thank You. Please reach out with any further questions. We look forward to working with you.

Best Regards,

Ron Hughes
4043954885
rjhughesjr@gmail.com

On Jul 6, 2022, at 10:22 AM, Christie Carroll <christiec@southernreo.com> wrote:

Good Morning Ron,

I'm just following up to see when you expect to be back and able to provide the requested information below.

HOA Name

Is there an account #?
HOA Tax ID?
HOA dues amount?
Payment frequency?
Are dues current? If not, what is the balance? Will an invoice be provided?
Address for payments?
What are the current violations needing attention and are there any fines?

We are working in conjunction with Auction.com to market the property so I have copied Auction.com per their request so please reply all.

Thanks so much!

Christie Carroll
Team Lead
Southern REO Associates
470-315-0099 Cell
770-642-9494 Office
www.southernreo.com
christiec@southernreo.com

From: Ron Hughes <rjhughesjr@gmail.com>
Sent: Thursday, June 23, 2022 8:29 AM
To: Christie Carroll <christiec@southernreo.com>
Subject: Re: HOA - 421 Oakmont Place Atlanta, GA 30327

Hello Christie

Thank you for reaching out. I am currently traveling but know the below request is important for both of us and will furnish the requested info as soon as I can, including the HOA Covenants which are strictly enforced. The yard must be maintained at your REO property, and the home requires maintenance to bring it up to neighborhood standards.

I will be in touch as I can over the next few days and look forward to working together and to being as helpful as possible. This is a great neighborhood for someone who can afford to be here to maintain it properly.

Best Regards,

Ron Hughes
VP/Treasurer
Oakmont Place Community Association, Inc.
4043954885
rjhughesjr@gmail.com

On Jun 22, 2022, at 4:55 PM, Christie Carroll <christiec@southernreo.com> wrote:

Hi Ron,

Jan passed along your information to me. We represent the bank on 421 Oakmont. Attached is a copy of the foreclosure deed filed 5/3. How can we obtain access through the gate? Is there a code or can you plug me into the call box?

If call box, our info would be Southern REO 404-797-8662. Do you know if the home is still occupied? If so, the occupants still need access through the gate and we will post notice on their door and try to work out relocation assistance in order to avoid an eviction.

Additionally, how can we obtain HOA documents and the following information so that the bank can take over dues payment:

HOA Name

Is there an account #?

HOA Tax ID?

HOA dues amount?

Payment frequency?

Are dues current? If not, what is the balance? Will an invoice be provided?

Address for payments?

Are there rental restrictions?

Are there any current violations needing attention?

We will work to be as cooperative as possible.

Thanks in Advance!

Christie Carroll
Team Lead
Southern REO Associates
470-315-0099 Cell
770-642-9494 Office
www.southernreo.com
christiec@southernreo.com

From: Jan Hart <jan@ansleyre.com>
Sent: Wednesday, June 22, 2022 10:19 AM
To: Christie Carroll <christiec@southernreo.com>
Subject: FW: HOA - 421 Oakmont Place Atlanta, GA 30327

Please see notes below...