

CITY OF WOODSTOCK

Conditional Use Permit Application

Important Notes:

1. Please check all information supplied on the following pages to ensure that all spaces are filled out accurately before signing this form.
2. All documents required as part of the application package shall be submitted at the same time as the application. Incomplete application packages WILL NOT BE ACCEPTED.
3. Please contact the Zoning Administrator at 770.592.6050 ext 1 if you have any questions regarding the application package, the application or the process.

Contact Person: Parul Butala Phone: (602) 263-6555

Applicant's Information:

Name: AMERCO Real Estate Company - Carlos Vizcarra
 Address: 2727 N. Central Ave. ste 500 Phone: (602) 263-6555
 City, State Zip: Phoenix, AZ 85004 Fax: (602) 277-5824

Property Owner's Information:

same as above

Name: CP Hudson RE Holdco LLC
 Address: 401 S. Old Woodward Ave. ste. 300 Phone: (734) 456-5510
 City, State Zip: Birmingham, MI 48009 Fax: (248) 220-5054

Property Information:

Location: 11300 Highway 92; Woodstock, GA 30188
 Parcel Identification Number(s) (PIN): 15-1207-0009 Total Acreage: 12.389±
 Zoning Classification: GC General Commercial - Parkway Overlay
 Conditional Use Request: Truck & Trailer Rental and self-storage

OFFICE USE ONLY:		HEARING SCHEDULE:	
Case:	CUP# _____	Planning Commission:	_____
Fee Paid:	_____	City Council:	_____
Date:	_____	Other:	_____

Authorization:

Upon receipt of the completed application package, the Zoning Administrator shall notify the applicant of scheduled dates, times and locations of required meetings and public hearings. The applicant or a representative must be present to answer any questions that may be asked. In the event that an application is not complete, the request may be delayed or postponed at the discretion of the Zoning Administrator.

This form is to be executed under oath. I, Carlos Vizcarra, do solemnly swear and attest, subject to criminal penalties for false swearing, that the information provided in this Application for Conditional Use Permit is true and correct and contains no misleading information.

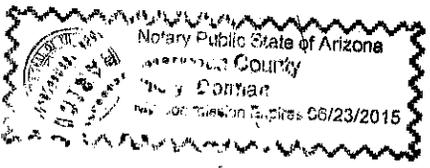
This 7th day of February, 2012.

Signed: Carlos Vizcarra

Sworn to and Subscribed before me this: 7th day of February, 2012.

Notary Signature: Misty Dorman

(Notary Seal)



Conflict of Interest Certification

The undersigned below, making application for a zone change has complied with O.C.G.A § 36-67A, et. Seq., Conflict of Interest in Zoning Actions, and has submitted or attached the required information on the forms provided. Title 36 relates to the disclosure of financial interests, campaign contributions and penalties for violating O.C.G.A.

Signature of Applicant: *Carlos Vizcarra* Date: 2/21/2012
Print Name: CARLOS VIZCARRA

Signature of Applicant's Attorney: _____ Date: _____
Print Name: _____

Sworn to and Subscribed before me this: 21st day of February, 20 12.
Notary Signature: *Misty Dorman*



Disclosure Statement

Nothing in Chapter 36 of O.C.G.A. shall be construed to prohibit a local government official from voting on a zoning decision when the local government is adopting a zoning ordinance for the first time or when a local government is voting upon a revision of the zoning ordinance initiated by the local government pursuant to a comprehensive plan as defined in Chapter 70 of this title.

No, I have not made any campaign contribution to City Officials voting on this application exceeding \$250 in the past two (2) years.

Yes, I have made campaign contributions to City Officials voting on this application exceeding \$250 in the past two (2) years.

To Whom: _____

Value: _____

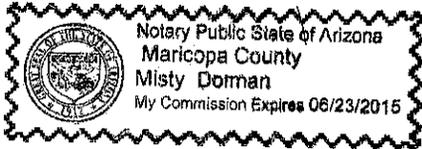
Date: _____

Signature of Applicant: *Carlos Vizcarra* Date: 2/7/2012
Print Name: CARLOS VIZCARRA

Sworn to and Subscribed before me this: 7th day of February, 20 12.

Notary Signature: *Misty Dorman*

(Notary Seal)



Authorization of Property Owner

I, Thomas O'Brien, being duly sworn upon his/her oath, being of sound mind and legal age deposes and states; that he/she is the owner of the property which is subject matter of the attached application, as is shown in the records of Cherokee County/City of Woodstock, Georgia.

He/She authorizes the person named below to act as applicant in the pursuit of a request for a Conditional Use Permit for the purposes named in the application.

I hereby authorize the staff of the City of Woodstock to inspect the premises which are subject of this application.

Applicant's Information:

Name: AMERCO Real Estate Company - Carlos Vizcarrá
Address: 2727 N. Central Ave, Ste 500 Phone: (602) 263-6555
City, State Zip: Phoenix, AZ 85004 Fax: (602) 277-5824

CP Hudson RE Holdco LLC
Signature of Owner: Thomas O'Brien Date: Feb. 21, 2012
Print Name: Thomas O'Brien
Secretary

Sworn to and Subscribed before me this: 21st day of February, 20 12.
Notary Signature: Valerie J Fenwick

(Notary Seal)
Valerie J Fenwick
Notary Public - State of Michigan
County of Macomb
My Commission Expires April 6, 2018
Acting in the County of Oakland

Property Tax Verification

The undersigned is authorized to make this application. The undersigned certifies that all City of Woodstock and Cherokee County property taxes billed to this date for the parcel listed below have been paid in full to the tax officials of the City of Woodstock and Cherokee County. In no case shall an application or reapplication for a zoning action be processed without such property verification.

NOTE: A separate verification form must be completed for each tax parcel included in the request.

Tax Parcel Number: 15N18 071 E

Signature of Applicant: 

Date: 2/7/2012

Print Name: CARLOS VIZCARRA

TAX OFFICE USE ONLY:

Payment of all property taxes billed to date for the above referenced parcel have been verified as paid current and confirmed by the signature below:

Signature of Tax Official: _____ Date: _____

Deed Book 11194 Pg 36
Filed and Recorded 11/4/2010 12:15:11 PM
28-2010-029632
TransferTax \$0.00
Patty Baker
Clerk of Superior Court Cherokee Cty, GA

24672

Space Above For Recorder's Use

AFTER RECORDING RETURN TO:

Ledbetter Wanamaker Glass LLP
100 Colony Square, Suite 1100
1175 Peachtree Street, NE
Atlanta, Georgia 30361
Attn: Peter B. Glass, Esq.

CROSS REFERENCE TO:

Deed Book 10325, Page 313;
Deed Book 10325, Page 338;
Deed Book 10327, Page 275;
Deed Book 10463, Page 342,
Cherokee County Records

STATE OF MICHIGAN

COUNTY OF OAKLAND

DEED UNDER POWER OF SALE

THIS INDENTURE is made effective as of this 2nd day of November, 2010, by **MARK DCJ REAL ESTATE, LLC**, a Georgia limited liability company (hereinafter called "**Grantor**"), acting by and through its agent and attorney-in-fact, Chrysler Financial Services Americas LLC, a Michigan limited liability company (hereinafter called "**Lender**"), and **CF HUDSON RE HOLDCO LLC**, a Michigan limited liability company (hereinafter also called "**Grantee**").

WITNESSETH:

WHEREAS, Grantor did execute and deliver to DAIMLERCHRYSLER FINANCIAL SERVICES AMERICAS LLC, a Michigan limited liability company, that certain Security Deed dated as of August 8, 2008, filed and recorded August 11, 2008, in Deed Book 10325, Page 313, in the records of the Office of the Clerk of Superior Court of Cherokee County, Georgia (the "**Cherokee County Records**"; said Security Deed is hereinafter called the "**Security Instrument**"), which Security Instrument secured \$7,000,000.00 of the principal amount of loans from Lender to Grantor and Guarantors (as such term is hereinafter defined) in the total original principal amount of \$11,100,000.00; and

WHEREAS, effective as of October 10, 2008, DaimlerChrysler Financial Services Americas LLC changed its name to Chrysler Financial Services Americas LLC; and

WHEREAS, Grantor did also execute and deliver to Lender other documents, instruments and agreements evidencing, securing and relating to the Secured Indebtedness and the Premises (as such terms are hereinafter defined), specifically including, without limitation, that certain Assignment of Leases and Rents dated as of August 8, 2008, filed and recorded August 11, 2008, in Deed Book 10325, Page 338 of the Cherokee County Records (hereinafter called the "**ALR**") and that certain UCC Financing Statement filed and recorded August 13, 2008, in Deed Book 10327, Page 275 of the Cherokee County Records, as amended by that certain UCC Financing Statement Amendment filed and recorded January 9, 2009, in Deed Book 10463, Page 342 of the Cherokee County Records (collectively, the "**Financing Statement**");

WHEREAS, Lender is the current owner and holder of the Security Instrument, the ALR, the Financing Statement, and the other Loan Documents (as such term is hereinafter defined), and therefore all references to "Lender" set forth in this Deed Under Power of Sale shall mean and refer to Lender; and

WHEREAS, under and pursuant to the Security Instrument, Grantor warranted, granted, bargained, assigned and conveyed to Lender, with all powers of sale and all statutory rights under the laws of the State of Georgia, all of the following described land, premises and property (collectively referred to herein as the "**Premises**");

All those certain tracts or parcels of land commonly known as **11300 HIGHWAY 92, WOODSTOCK, GEORGIA 30188**, more particularly described as follows:

ALL THAT tract or parcel of land lying and being in Land Lot 1207 of the 15th District, 2nd Section of Cherokee County, Georgia and being more particularly described as follows:

To reach the true point of beginning, commence at a 1/2" rebar found at the intersection of the southern right-of-way of State Highway #92 (84.5 feet to centerline at this point) with the intersection of the Land Lot line common to Land Lots 1206 and 1207; thence along the southern right-of-way of State Highway #92, South 89°06'06" East for a distance of 435.42 feet to an iron pin set and the TRUE POINT OF BEGINNING; thence continuing along the southern right-of-way South 89°06'06" East for a distance of 500.71 feet to a concrete right-of-way monument found; thence South 48°31'13" East for a distance of 92.31 feet to a concrete right-of-way monument found on the western right-of-way of Hames Road (Variable right-of-way, 39.4 feet to centerline); thence along the western right-of-way of Hames Road along a curve to the left an arc distance of 172.34 feet, said curve being subtended by a radius of 4623.66 feet a chord bearing of South 10°02'00" East and a chord distance of 172.33 feet; thence South 11°24'49" East for a distance of 50.44

feet to an iron pin set; thence North 78°16'26" East for a distance of 24.71 feet to a point; thence South 11°57'10" East for a distance of 120.12 feet to a point; thence South 14°08'10" East for a distance of 169.14 feet to a point; thence South 12°17'20" East for a distance of 119.61 feet to a mag nail set in asphalt; thence leaving said right-of-way North 89°06'06" West for a distance of 1160.43 feet to a iron pin set (1/2" rebar) on the land lot line common to land lots 1206 and 1207; thence along the land lot line common to land lots 1206 and 1207 North 00°03'43" West for a distance of 262.17 feet to an iron pin set (1/2" rebar); thence leaving said land lot line South 88°57'25" East for a distance of 233.31 feet to an iron pin set (1/2" rebar); thence South 74°14'07" East for a distance of 68.09 feet to an iron pin set (1/2" rebar); thence South 89°12'17" East for a distance of 128.78 feet to an iron pin set (1/2" rebar); thence North 00°59'25" East for a distance of 425.75 feet to an iron pin set on the southern right-of-way of State Highway #92 and the TRUE POINT OF BEGINNING. Said tract contains 12.389 acres;

TOGETHER WITH all easements, rights-of-way, licenses, privileges and options, thereunto belonging or in anywise appertaining, including, without limitation, all Grantor's right, title and interest in and to those easements, rights-of-way, licenses, privileges and options and as may be described in certain documents of record affecting the Premises;

TOGETHER WITH all buildings and improvements situated upon the Premises;

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion or reversions, remainder and remainders thereof; and also all the estate, right, title, interest, property, claim and demand whatsoever of Grantor, of, in and to the same and of, in and to every part and parcel thereof;

TOGETHER WITH all the rents, issues and profits thereof under present or future leases, or otherwise, including that certain Lease by and between Grantor, as landlord, and Mark Dodge Chrysler Jeep, LLC, as tenant, dated as of August 8, 2008;

TOGETHER WITH all right, title and interest of Grantor, if any, in and to the land lying in the bed of any street, road, avenue, alley or walkway, opened or proposed or vacated, or any strip or gore, in front of or adjoining the Premises;

TOGETHER WITH all equipment, to the fullest extent defined and described in the Uniform Commercial Code of the State of Georgia, as amended and replaced from time to time (the "*Code*"), now or hereafter located in or upon the Premises or any part thereof and used or useable in connection with any present or future operation of the Premises or any building or buildings now or hereafter on the Premises and now owned or hereafter acquired by Grantor (all of which is hereinafter referred to as the "*Equipment*"), including, but without limiting the generality of the foregoing, all machinery, apparatus, fittings, fixtures, articles of personal property of every kind and nature whatsoever, other than consumable goods, all lighting, heating, cooling, ventilating, air-conditioning, incinerating, refrigerating, plumbing, sprinkling, communicating and electrical systems, and the machinery, appliances, fixtures and equipment pertaining thereto, any automotive hydraulic lifts, any spray-painting compressors and related equipment, any automated car wash facilities, and all of the right, title and interest of Grantor in and to any equipment which may be subject to any title retention or security agreement superior in title to the security title of the Security Instrument and all after-acquired equipment;

TOGETHER WITH any and all awards or payments, including interest thereon, and the right to receive the same, which may be made with respect to the Premises as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade of any street, (c) any loss of or damage to any building or other improvement on the Premises, (d) any other injury to or decrease in the value of the Premises or (e) any refund due on account of the payment of real estate taxes, assessments or other charges levied against or imposed upon the Premises, to the extent of all amounts which may be secured by the Security Instrument at the date of receipt of any such award or payment, and of the reasonable counsel fees, costs and disbursements incurred by Lender in connection with the collection of such award or payment; and

WHEREAS, Grantor made, executed and delivered to Lender a Fixed Rate Promissory Note (With Interest Rate Adjustments) dated August 8, 2008 in the principal amount of FIVE MILLION SIX HUNDRED THOUSAND and NO/100 DOLLARS (\$5,600,000.00), payable to the order of Lender (which Fixed Rate Promissory Note (With Interest Rate Adjustments), and all additional notes issued and accepted in substitution or exchange therefor, and as any of the foregoing may from time to time be modified, extended, renewed, consolidated, restated or replaced, is hereinafter sometimes referred to as the "*Note*," the loan evidenced by the Note is referred to herein as the "*Loan*"); and

WHEREAS, Mark E. Boniol ("*Boniol*") and Roundtree Dodge, LLC ("*Roundtree*") made, executed and delivered to Lender that certain Capital Loan Note dated May 28, 2004 in

the original principal amount of TWO MILLION FIVE HUNDRED THOUSAND and NO/100 DOLLARS (\$2,500,000.00), payable to the order of Lender (which Capital Loan Note, and all additional notes issued and accepted in substitution or exchange therefor, and as any of the foregoing may from time to time be modified, extended, renewed, consolidated, restated or replaced, is referred to herein to as the "23047 Capital Loan Note");

WHEREAS, the obligations of Boniol and Roundtree under the 23047 Capital Loan Note were assumed by Mark Dodge, Chrysler, Jeep, L.L.C., a Louisiana limited liability company ("*Mark Dodge Louisiana*") on November 3, 2004;

WHEREAS, Boniol and Mark Dodge Chrysler Jeep, LLC, a Georgia limited liability company ("*Mark Dodge Georgia*") made, executed and delivered to Lender that certain Capital Loan Note dated June 18, 2007 in the original principal amount of THREE MILLION and NO/100 DOLLARS (\$3,000,000.00), payable to the order of Lender (which Capital Loan Note, and all additional notes issued and accepted in substitution or exchange therefor, and as any of the foregoing may from time to time be modified, extended, renewed, consolidated, restated or replaced, is referred to herein to as the "24177 Capital Loan Note;" and together with the 23047 Capital Loan Note, the "*Capital Loan Notes*");

WHEREAS, Mark Dodge Georgia, Mark Dodge Louisiana, and Boniol (the foregoing three entities and individuals are herein sometimes referred to individually as a "*Guarantor*" and collectively as the "*Guarantors*"), in order to induce Lender to make the Loan, executed, together with Grantor, that certain All Encompassing Guaranty dated August 8, 2008 in favor of Lender, pursuant to which Guarantors and Grantor jointly and severally guaranteed to Lender the repayment of all indebtedness of any of the Guarantors and Grantor due to Lender; and

WHEREAS, the Security Instrument provides that it shall constitute a security agreement within the meaning of the Code with respect to all Equipment and all goods constituting part of the Premises which are or are to become fixtures related to the real estate described above, and all proceeds thereof (collectively, the "*Collateral*"), and that with respect to the Collateral, upon the occurrence of an Event of Default, Lender may exercise any or all of the remedies of a secured party available to it under the Security Instrument, the other Loan Documents (as hereinafter defined) or otherwise provided by law; and

WHEREAS, the Security Instrument further provides that it is a deed passing legal title pursuant to the laws of the State of Georgia governing security deeds and is not a mortgage; and

WHEREAS, the Security Instrument provides that the Security Instrument is given to secure all of the following (hereinafter sometimes collectively referred to as the "*Secured Indebtedness*"):

- (a) the payment of the principal sum of the Note, together with interest thereon, and any renewals, refinances, extensions, increases, or re-amortization thereto;
- (b) the payment of the principal sum of the 23047 Capital Loan Note, together with interest thereon, and any renewals, refinances, extensions, increases or re-amortization thereto;

(c) the payment of the principal sum of the 24177 Capital Loan Note, together with interest thereon, and any renewals, refinances, extensions, increases or re-amortization thereto;

(d) the performance of the covenants contained in the Security Instrument and any monies expended by Lender in connection therewith;

(e) the performance of any and all covenants of Grantor or any Guarantor under any other loan documents, agreements or instruments between Grantor or any Guarantor and Lender given in connection with or related to the Security Instrument or the Note, including future advances, if any, made to Grantor under the Security Instrument, whether obligatory or made at the sole discretion of the Lender;

(f) the payment of any and all indebtedness and obligations and the performance of any and all covenants of Grantor and/or any Guarantor under any other loan agreement or any other instrument or document evidencing indebtedness owed to Lender by Grantor and/or by any Guarantor, now or hereafter existing, direct or indirect, absolute or contingent, joint and/or several, secured or unsecured, arising by operation of law or otherwise, and whether incurred by Grantor or by any Guarantor as principal, surety, endorser, guarantor, accommodation party or otherwise including, specifically but without limitation, any indebtedness owed by Grantor and/or any guarantor under any wholesale inventory, capital loan financing credit line loans, revolving lines of credit, fleet line financing and all other financing with Lender;

(g) all sales by Grantor and guarantors, and purchases by Lender, of payment intangibles, accounts, chattel paper, instruments, documents and other general intangibles; and

WHEREAS, the Security Instrument provides that the indebtedness secured thereby shall include specifically, without limitation, the total principal indebtedness under the Note plus an additional \$1,400,000.00 of principal indebtedness under the Capital Loan Notes for a total secured principal indebtedness equal to \$7,000,000.00; and

WHEREAS, all of the documents, agreements and instruments between Borrower and Guarantors and Lender evidencing or securing the repayment of, or otherwise pertaining to, the Secured Indebtedness, including without limitation the Security Instrument, the Note, and the Capital Loan Notes, are herein collectively referred to as the "**Loan Documents**;" and

WHEREAS, Events of Default (as defined in the Security Instrument) under the Loan Documents have occurred and are continuing, specifically including, without limitation, the failure of Grantor to make monthly payments of principal and interest pursuant to the Note and the discontinuance of the operation of an automobile dealership on the Premises, and the Security Instrument has become, is, and is hereby subject to, foreclosure as provided by law; and

WHEREAS, the Security Instrument further provides that if an Event of Default shall occur, Lender may declare the entire unpaid amount of the Secured Indebtedness, together with accrued and unpaid interest thereon, and any and all charges payable by Grantor to Lender pursuant to any of the Loan Documents, immediately due and payable; and

WHEREAS, Lender gave written notice to Grantor of the occurrence of Events of Default, accelerated and declared all sums secured by the Security Instrument immediately due

and payable, specifically including, without limitation, the entire Secured Indebtedness, and demanded immediate payment in full of all such sums; and

WHEREAS, Grantor has failed to make such payment demanded and due under the Loan Documents; and

WHEREAS, the Security Instrument further provides that upon the occurrence of an Event of Default, Lender may pursue any or all of the following remedies, in addition to other rights and remedies set forth in the Security Instrument, the other Loan Documents, and provided by law:

- (a) bring suit for the Secured Indebtedness;
- (b) take any and all steps and institute any and all other proceedings that Lender deems necessary to enforce payment of the Secured Indebtedness and the performance of the other obligations secured by the Security Instrument; and
- (c) Commence foreclosure proceedings against the Premises through judicial proceedings or by advertisement, if allowed under the laws of the State of Georgia, at the option of Lender, pursuant to the statutes in such case made and provided, and to sell the Premises or to cause the same to be sold at public sale, and to convey the same to the purchaser, in accordance with said statutes in a single parcel or in several parcels at the option of Lender;
- (d) Sell and dispose of the Premises at public auction, at the usual place for conducting sales at the courthouse in the county where the Premises or any part thereof may be, to the highest bidder for cash, first advertising the time, terms and place of such sale by publishing a notice thereof once a week for four consecutive weeks (without regard to the actual number of days) in a newspaper in which sheriff's advertisements are published in said county, all other notice being waived by Grantor; and Lender may thereupon execute and deliver to the purchaser at said sale a sufficient conveyance of the property in fee simple, which conveyance may contain recitals as to the happening of the default upon which the execution of the power of sale, herein granted, depends, and the said recitals shall be presumptive evidence that all preliminary acts prerequisite to said sale and deed were in all things duly complied with; and Grantor constituted and appointed Lender or its assigns agent and attorney-in-fact to make such recitals, sale and conveyance, and all of the acts of such attorney-in-fact are ratified, and Grantor agreed that such recitals shall be binding and conclusive upon Grantor and that the conveyance to be made by Lender or its assigns shall be effectual to bar all right, title and interest, equity of redemption, including all statutory redemption, homestead, dower, curtesy and all other exemptions of Grantor, or its successors in interest, in and to the Premises; and at the election of Lender, the Premises, or any part thereof, may be sold in one parcel and as an entirety, or in such parcels, manner or order as Lender in its sole discretion may elect, and one or more exercises of the powers granted in the Security Instrument shall not extinguish or exhaust the power unless the entire Premises is sold or the Secured Indebtedness is paid in full, and Lender, or its assigns, shall collect the proceeds of such sale, applying such proceeds as provided in the Security Instrument (in the event of deficiency, Grantor shall immediately on demand from Lender pay over to Lender, or its nominee, such deficiency); and Grantor agreed that in case of a sale, as provided in the Security Instrument, Grantor or any person in possession under Grantor shall then become and be tenants holding over, and shall forthwith deliver possession to the purchaser

at such sale, or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over; and the power and agency granted in the Security Instrument are coupled with an interest and are irrevocable by death or otherwise, and are in addition to any and all other remedies which Lender may have at law or in equity; and

WHEREAS, the Security Instrument further provides that Lender may require Grantor, following an Event of Default, to deposit with Lender amounts sufficient for Lender to pay taxes, assessments and insurance premiums with respect to the Premises (such deposited amounts, if any, together with any and all other amounts deposited by Grantor under or pursuant to the Loan Documents and in possession of Lender from time to time, are hereinafter collectively referred to as the "**Funds**") and that Lender may apply such amounts toward the payment of the Secured Indebtedness; and

WHEREAS, the Security Instrument further provides that in the event of a foreclosure or sale of the Premises under the power granted therein, the proceeds of such sale shall be applied in the following order provided that the same is in accordance with the laws of the State of Georgia: (i) all expenses incurred for the collection of the Secured Indebtedness and the foreclosure of the Security Instrument, including reasonable attorneys' fees (actually incurred at standard hourly rates), or such attorneys' fees as are permitted by law; (ii) all sums expended or incurred by Lender for any environmental audits, assessments, inspections or tests of the Premises, or the removal of Hazardous Materials (as defined in the Security Instrument), as provided in the Security Instrument; (iii) all sums expended or incurred by Lender directly or indirectly in carrying out the terms, covenants and agreements of the note or notes evidencing the Secured Indebtedness, of the Security Instrument and of the other Loan Documents, together with interest thereon as therein provided; (iv) all accrued and unpaid interest upon the Secured Indebtedness; (v) the unpaid principal amount of the Secured Indebtedness; and (vi) the surplus, if any there be, unless a court of competent jurisdiction decrees otherwise, to Grantor; and

WHEREAS, in accordance with the power of sale contained in the Security Instrument and according to the terms of the Security Instrument and the laws in such cases made and provided, the Premises (less and except the Funds) was advertised for sale once a week for four (4) consecutive weeks immediately preceding the week of the sale, the advertisements being contained in the *Cherokee Tribune*, a newspaper published in Cherokee County, Georgia, in which advertisements of sheriff's sales are published, and the advertisement so published on October 8, 2010, October 15, 2010, October 22, 2010 and October 29, 2010, recited notice of the time, place and terms of such sale; and

WHEREAS, Lender, acting as agent and attorney-in-fact for Grantor, sold all of the Premises (less and except any Funds) in two parts in accordance with the terms of the Security Instrument as follows: (a) one part being all of the Premises which is real property under the laws of the State of Georgia (collectively, the "**Real Property**") at public sale before the courthouse door in Cherokee County, Georgia (the same being the usual place for conducting such sales at said courthouse), on Tuesday, November 2, 2010, at 11:45 o'clock a.m., during the legal hours for sales; and (b) one part being all of the Premises which is personal property under the laws of the State of Georgia (collectively, the "**Personal Property**") at public sale before the courthouse door in Cherokee County, Georgia (the same being the usual place for conducting such sales at said

courthouse), on Tuesday, November 2, 2010, at 11:48 o'clock a.m., during the legal hours for sales; and

WHEREAS, at such time and place and on such day Grantee was the highest bidder for the Real Property, having bid for the Real Property the sum of Three Million Six Hundred Thousand and No/100ths Dollars (\$3,600,000.00), and the Real Property was thereupon knocked down and sold to Grantee for such amount; and

WHEREAS, following the aforesaid sale of the Real Property at such place and on such day, Grantee was the highest bidder for the Personal Property, having bid for the Personal Property the sum of Fifteen Thousand and No/100ths Dollars (\$15,000.00), and the Personal Property was thereupon knocked down and sold to Grantee for such amount;

NOW THEREFORE, for and in consideration of the sums bid at public auction, in hand paid at and before the sealing and delivery of this indenture, the receipt of which is hereby acknowledged by Grantor, and other good and valuable considerations, the receipt and sufficiency whereof are hereby acknowledged, Grantor, acting by and through Lender as Grantor's agent and attorney-in-fact, does grant, sell, convey and give all of Grantor's right, title and interest in and to the Real Property unto Grantee.

TO HAVE AND TO HOLD the Real Property, together with all and singular the rights, members and appurtenances thereof to the Real Property being, belonging or in anywise appertaining, to the only proper use, benefit and behoof of Grantee, and Grantee's successors and assigns, forever, in fee simple, subject to:

1. Easements as contained in Right of Way Deed from Robert Arogeti and Sater & Associates, Ltd. to Department of Transportation dated March 3, 1994, recorded in Deed Book 1765, page 327, of the Cherokee County Records.
2. Easement from Robert Arogeti to Cobb Electric Membership Corporation dated March 6, 1998, recorded in Deed Book 3393, page 19, aforesaid records.
3. Easement Agreement between Greg Michaelson and Chrysler Realty Corporation not dated, filed October 16, 2000, recorded in Deed Book 4330, page 402, aforesaid records.
4. Easement from Chrysler Realty Corporation to Cobb Electric Membership Corporation dated February 21, 2001, recorded in Deed Book 4597, page 380, aforesaid records,
5. Easement Agreement between Mark DCJ Real Estate, LLC and Chrysler Realty Company, LLC dated August 8, 2008, recorded in Deed Book 10325, page 304, aforesaid records.
6. Rights, if any, of any parties: (a) under that certain Lease Subordination, Non-Disturbance and Attornment Agreement (the "SNDA") among Mark Dodge Chrysler Jeep, LLC, Mark DCJ Real Estate, LLC and DaimlerChrysler Financial Services Americas, LLC dated August 8, 2008, recorded in Deed Book 10325, page 347, aforesaid records; and (b) that certain unrecorded lease having Mark Dodge Georgia, as tenant, which unrecorded lease is referenced in and subject to the terms of the SNDA.

7. All unpaid real property taxes assessed against the Premises for the year 2010 and subsequent years.
8. Any additional taxes, interest and/or penalties which may be assessed for current and prior tax years by virtue of adjustment, re-appraisal, re-assessment, appeal or other amendment to the tax records of the city or county in which the Premises is located.
9. Riparian rights, if any, affecting the Premises;
10. Rights if any, of tenants and other parties in possession of any part of the Premises under unrecorded leases or occupancy agreements;
11. All valid zoning ordinances; and
12. All other, if any, easements, limitations, reservations, covenants, restrictions, deeds to secure debt, liens and other encumbrances and matters of public records to which the Security Instrument is junior and subordinate in terms of priority under the laws of the State of Georgia.

The Secured Indebtedness and the Loan Documents remaining in default and the aforesaid Events of Default having occurred and continuing, the sale of the Premises (less and except any Funds) under and pursuant to the power of sale contained in the Security Instrument was made for the purpose of applying the proceeds thereof, as provided for in the Security Instrument and pursuant to applicable law, to payment of the Secured Indebtedness and other amounts contemplated in the Security Instrument in such order and proportions as provided in the Security Instrument and as Lender shall deem proper and determine, and the remainder, if any, of such funds shall be disbursed to Grantor or to the person or persons legally entitled thereto.

To the best of Lender's knowledge and belief: (a) the Premises is presently owned by Grantor; and (b) Grantor and parties claiming a right of possession under Grantor are the parties in possession of the Premises.

The requirement for giving of notice to the Grantor, pursuant to O.C.G.A. §44-14-162.2, of the initiation of these proceedings to exercise the power of sale contained in the Security Instrument is not applicable because none of the Premises conveyed by the Security Instrument was used as a dwelling place by any Grantor at the time the Security Instrument was executed and delivered.

The recitals set forth hereinabove in this Deed Under Power of Sale are hereby incorporated by this reference and are made a part of this Deed Under Power of Sale.

[Remainder of page intentionally left blank]

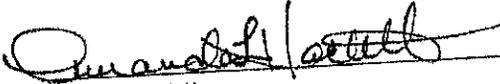
IN WITNESS WHEREOF, this Deed Under Power of Sale has been duly signed under seal and delivered by Grantor, acting by and through Lender as Grantor's agent and attorney-in-fact, all on the day, month and year first set forth above.

GRANTOR:

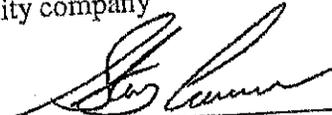
MARK DCJ REAL ESTATE, LLC, a Georgia limited liability company, acting by and through its agent and attorney-in-fact, CHRYSLER FINANCIAL SERVICES AMERICAS LLC, a Michigan limited liability company

Signed, sealed and delivered in the presence of:

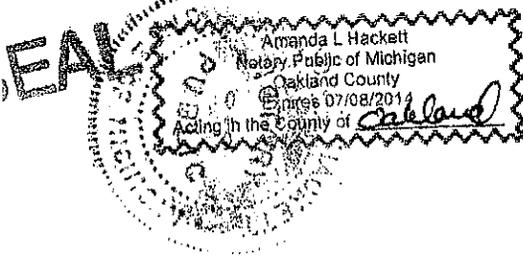

Unofficial Witness Todd A. Scott


Notary Public

My Commission Expires: 7/8/14

By: 
Name: Steve Carcone
Title: Real Estate Manager

(NOTARIAL SEAL)



2011 Property Tax Statement

Sonya Little
Cherokee County Tax
Commissioner
2780 Marietta Hwy

Canton, GA 30114

Make Check or Money Order Payable to:
Cherokee County Tax
Commissioner

CF HUDSON RE HOLDCO, LLC
27777 INKSTER ROAD
FARMINGTON HILLS, GA 48334

Bill No.	Due Date	*Total Due*
2011-28962	12/20/2011	(\$0.00)

Map: 15N18 071 E Payment Good through: 02/08/2012 Print Date : 02/08/2012
Location: 11300 HWY 92 RD

*If you have sold this property, forward bill to new owner and fax a copy of the settlement statement to 678-493-6423. If you have an escrow forward tax bill to your mortgage company as soon as possible. 1% interest will be added to this bill on December 21st and the 21st of every month thereafter if not paid. A 10% penalty will be added on March 21st. * *pay online at www.cherokeega.com* * Please note: There is a 3% Merchant Fee Charged (This fee is not collected by Cherokee County.)



Tax Payer: CF HUDSON RE HOLDCO, LLC
Map Code: 15N18 071 E REAL
Description: LL 1207 15TH DISTRICT
Location: 11300 HWY 92 RD
Bill No: 2011-28962
District: CITY OF WOODSTOCK 007

Phone: (678)-493-6400 Fax: (678)-493-6423

Building Value	Land Value	Acres	Fair Market Value	Due Date	Billing Date		Payment Good through	Exemptions	
2,117,800.00	1,858,500	12.3900	3,976,300	12/20/2011			02/08/2012		
Entity	Adjusted FMV	Net Assessment	Exemptions	Taxable Value	Millage Rate	Gross Tax	Credit	Net Tax	
STATE TAX	3,976,300.00	1,590,520.00	0.00	1,590,520.00	0.250	397.63	0.00	\$397.63	
COUNTY M&O	3,976,300.00	1,590,520.00	0.00	1,590,520.00	5.365	8,533.14	0.00	\$8,533.14	
SCHOOL M&O	3,976,300.00	1,590,520.00	0.00	1,590,520.00	19.450	30,935.61	0.00	\$30,935.61	
SCHOOL BOND	3,976,300.00	1,590,520.00	0.00	1,590,520.00	0.400	636.21	0.00	\$636.21	
PARKS BOND	3,976,300.00	1,590,520.00	0.00	1,590,520.00	0.641	1,019.52	0.00	\$1,019.52	
TOTALS						26.106	41522.11	\$0.00	\$41,522.11

Call the Tax Assessors office at 678-493-6120 for the following: if you are a new resident, person 62 or older and/or disabled to find out about qualifications for exemptions/ if you need to change your mailing address/ if you have questions on the fair market value of the property. Property Owners may file tax returns any time between January 1 and April 1, if you feel your property value is over assessed. 1% will be added on December 21st and the 21st thereafter if not paid, a 10% penalty will be added on March 21st.	Current Due	\$41,522.11
	Penalty	0.00
	Interest	0.00
	Other Fees	0.00
	Previous Payments	41522.11
	Back Taxes	0.00
	Total Due	(\$0.00)
	Paid Date	11/29/2011

