ELITE TITLE SERVICES, INC.
11600 BUSY STREET, SUITE 201
RICHMOND, VA 23236
(804) 379-9144
(804) 379-9146 FAX

[redacted] 8, 2010

Dear Sir or Madame:

We have conducted an examination of the records in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia, from June 27, 1973 to November 3, 2010 at 8:00 a.m. pertaining to the real estate briefly described as Lot 7, First Section, Fox Chase Subdivision, Chesterfield County, Virginia, known as 3207 Quail Hill Drive, which property is more particularly described in the hereinafter referenced deed recorded in Deed Book 4745, Page 290, a copy of which legal description is hereby attached.

The liens and objections found of record occurring within the above-referenced time frame are as follows:

1. Taxes for the 2nd half of the year 2010 and subsequent years, together with any supplemental assessments, unpaid connection charges, pavement charges and special assessments.

2. Encroachments, overlaps, deficiency in quantity of ground, boundary line disputes, roadways, unrecorded easements, or any matters not of record which would be disclosed by an accurate survey and inspection of the premises.

3. Possible unfiled mechanics and materialmen's liens.

4. Rights of parties in possession.

5. Deed of Trust from Deanna L. Ergenbright, to Samuel White, Trustee, securing PHH Mortgage Corporation, dated July 25, 2008, recorded August 18, 2008 in Deed Book 8433, Page 724, in the amount of $200,000.00.

6. Judgments as follows:

(a) Judgment from The Department of Treasury, Internal Revenue Service, against Carl E. Ergenbright, Jr., dated October 13, 2000, recorded October 17, 2000 in Deed Book 153, Page 246, in the amount of $ 1,077,373.03.

NOTE: For tax year 1998, judgment refiled to extend time period of enforcement, recorded December 21, 2009 in Deed Book 279, Page 789.

NOTE: For tax years 1995-1997, judgment refiled to extend time period of enforcement, recorded January 7, 2010 in Deed Book 280, Page 264.

(b) Judgment from United States Attorney, US Department of Justice, Eastern District of Virginia, Notice of Lien for Criminal Penalties against Carl E. Ergenbright, Jr., dated November 10, 1999, recorded November 16, 1999 in Deed Book 141, Page 113, in the amount of $1,610,331.13.

(c) Judgment from United States of America against Carl E. Ergenbright, Jr., dated October 21, 1999, recorded February 18, 2000 in Deed Book 144, Page 429 in the amount of $1,610,131.13.

(d) Judgment from Trump Plaza Associates d/b/a Trump Plaza Hotel & Casino, against Carl E. Ergenbright, dated September 30, 1999, recorded December 5, 2000 in Deed Book 154, Page 695 in the amount of $33,227.56.

(e) Judgment from Crestar Bank, Bank Card Division against Carl Ergenbright, Jr., dated September 22, 1999, recorded November 1, 1999 in Deed Book 140, Page 657 in the amount of $2,317.38.

(f) Memorandum of Lis Pendens dated February 5, 1999, recorded February 9, 1999 in Deed Book 3490, Page 901. NOTE: Expired—suit filed to enforce—see #b & #c above.

NOTES: The underwriter does not know the marital status between Carl E. Ergenbright, Jr. and Deanna S. Ergenbright at the time of the execution of the Deed of Gift dated October 28, 2002, from Carl E. Ergenbright, Jr. and Deanna S. Ergenbright to Deanna S. Ergenbright. In 1978, Carl E. Ergenbright, Jr. and Deanna S. Ergenbright obtained title to said property as husband and wife, as tenants by the entirety with the right of survivorship as at common law. The Deed of Gift does not specify any marital status. Should Carl and Deanna have remained continually married from the June 1, 1978 to October 28, 2002, some of the above judgments may not attach to title. With the omission of the marital status on the Deed of Gift, the underwriter is assuming that the husband and wife tenancy was broken, therefore allowing individual judgments to attach to title. Of additional concern is the fact that Carl E. Ergenbright, Jr. is a convicted felon and it is unknown when his incarceration ended. The judgment listed as #b above sentences Carl E. Ergenbright, Jr. to prison for a term of 51 months. (4 years and 3 months) Taking into consideration that the judgment is from October 1999, his release would not be until January 2004, or thereabouts. The concern is that the Deed of Gift is dated 2002 and an incarcerated felon cannot execute legal documents without a court order allowing the same. No such court order was found. Should it be found that Carl E. Ergenbright, Jr. was incarcerated at the time of the execution of the Deed of Gift, said document may be found to

be voidable. Lastly, the IRS tax lien(s) listed as #a above are priority liens and attach to the property in first lien position at the time of their filings. These liens are enforceable no matter what the marital status of the Ergenbrights is.

7. Matters of record occurring prior to June 27, 1973, the beginning date of our examination. This report does not in any way insure against any defects occurring prior to said beginning date; and it is further noted that no title policy is being issued subsequent to this report.

Our examination was limited to matters or record shown in the public records of the Chesterfield County, Virginia, Clerk's Office during the periods stated. We have no knowledge of matters not of record or any matters of record appearing prior to the commencement of our examination or commencing subsequent to the conclusion date of our examination. Our representation and this report is limited to matters of title and does not include any opinions as to the enforceability of any note, deed of trust or other instrument, compliance with any truth in lending law, environmental law, zoning or land use law or any other matter not directly related to the status of title as to which we have been given in our above report.

This report is solely for your use and information in connection with the loan transaction recited above and may not be quoted, relied upon or furnished to any other party or agency. This report is issued as of the date of termination of our title examination stated above and does not include any obligation to make subsequent inquiries or to keep you informed as to any subsequent changes.

Sincerely,

[redacted]

Tax Information

Assessment:	
Land:	$ 65,000.00
Improvements:	$173,700.00
Total:	$ 238,700.00

2010 Total Tax Due: $ 2,292.66
Taxes Paid Through: 1st half 2010

MAP No.: 730687110300000

Schedule "A"

ALL that certain lot, piece or parcel of land, lying and being in the Clover Hill District, Chesterfield County, Virginia, and designated as Lot 7, Fox Chase, First Section, as shown on plat of subdivision entitled "Fox Chase, First Section", made by J. K. Timmons & Associates, Inc., Consulting Engineers, dated June 15, 1976, recorded June 25, 1976, in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia in Plat Book 26, Pages 71 and 72, reference to which plat is hereby made for a more particular description of the property herein conveyed.

BEING the same property conveyed to Deanna S. Ergenbright by Deed of Gift from Carl E. Ergenbright, Jr. and Deanna S. Ergenbright, dated October 28, 2002, recorded October 28, 2002 in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia in Deed Book 4745, Page 290; and FURTHER BEING the same property conveyed to Carl E. Ergenbright, Jr. and Deanna S. Ergenbright, husband and wife, as tenants by the entirety with the right of survivorship as at common law, by Deed from Sunlite Homes, Inc., a Virginia corporation, dated June 1, 1978, recorded June 9, 1978 in the aforesaid Clerk's Office in Deed Book 1322, Page 79.

ETS-10-11409

Order # _____ Today's Date: 11-4-10 (County) or City Chesterfield Virginia

☐ CHECK HERE if problem with search and attach explanation
☐ CHECK HERE if title vested through estate and ATTACH ESTATE ABSTRACT SHEET

TITLE HELD: TE JT TC SSHE SURVIVORSHIP LIFE ESTATE

Grantee: Deanna S. Ergenbright

Grantor: Carl E. Ergenbright Jr and Deanna S. Ergenbright

Dated: 10-28-02 Recorded: 10-28-02 Book 4745 Page 290 Deed (GW) SW QC DG

NOTES:

TAXES

Account # _____ TMS # 7306871103000000

Taxes Pd Thru 1st 1/2 2010 The Amount of: City $ — County $ 2292.66

Due & Payable (Yes (No) Year(s) 2nd 1/2 2010 Amount 1146.33 Good Thru 12-5-10

Delinquent (Yes / (No) Year(s) _____ Amount _____ Good Thru _____

Tax Office Property Address: 3207 Quail Hill Drive

Is there a mobile home on Subject Property? _____ No _____ Yes If yes, taxed as REAL ( ) PERSONAL ( )

Tax Assessment for the year 10 Land $ 65000 Improvements $ 173700 Total $ 238,700

MORTGAGES /DEEDS OF TRUST

(1st) Trustees Samuel White Beneficiary PHH Mortgage Corporation

Executed by Deanna L. Ergenbright Dated 7-25-08 Recorded 8-18-08

Book 8433 Page 724 Amount 200,000 Open End _____ Maturity Date _____

Assignment _____

NOTE: Re-recorded / Sub-trustee

2nd Trustees _____ Beneficiary _____

Executed by _____ Dated _____ Recorded _____

Book _____ Page _____ Amount _____ Open End _____ Maturity Date _____

Assignment _____

NOTE: Re-recorded / Sub-trustee

3rd Trustees _____ Beneficiary _____

Executed by _____ Dated _____ Recorded _____

Book _____ Page _____ Amount _____ Open End _____ Maturity Date _____

Assignment _____

NOTE: Re-recorded / Sub-trustee

LIENS (JUDGMENTS, MECHANICS', FED. OR STATE TAX, LIS PENDENS, ETC.)

Type _____ Plaintiff _____ ☐ Check here if additional judgments see attached

Defendant (7) Attached Address _____ SS# _____

Dated _____ Recorded _____ Book _____ Page _____ Case # _____

Amount _____ Attorney _____

Type _____ Plaintiff _____ ☐ Check here if additional judgments see attached

Defendant _____ Address _____ SS# _____

Dated _____ Recorded _____ Book _____ Page _____ Case # _____

Amount _____ Attorney: _____

LEGAL DESCRIPTION

Description: LOT 7 BLOCK — SECTION First SUBDIVISION Fox Chase PLAT BOOK 26 PAGE 71-72

SEARCH PERIOD: FROM 6-27-23 TO 11-3-10 If faxing, how many pages? _____

ABSTRACTOR'S NAME: Powhatan Title Services CHARGE: $ 100.00 + 5.00 copies

* Lis Pendense Recorded OB 3490-901 See Judgment for Suit Results.

* Pick Up Exceptions Attached

(1) Easement: Brandermill to VEPCO, dated 7-20-76, recorded 7-28-76, in Deed Book 1209, page 828. Grants easement for underground and appurtenances thereto, 10 feet wide at designated and undesignated locations, with rights of ingress, egress and clearage. Plat recorded therewith shows easement abutting rear lot line.

(2) Easement: Brandermill to Chesapeake & Potomac Telephone Co., dated 7-21-76, recorded 7-29-76, in Deed Book 1210, page 144. Grants easement for buried wires, cables and appurtenances thereto _____ feet wide, with rights of ingress, egress and clearage within 5 feet of said system. Plat recorded therewith shows easement abutting rear lot line.

(3) Recorded plan of " Fox Chase First Section, " prepared by J. K. Timmons & Associates Inc, Consulting Engineers, dated 6-15-76, recorded 6-25-76, in Plat Book 26, page 71-72, shows:

a. ___/___ ' wide utility and drainage easement along _____ line of insured premises.

b. ___/___ ' building setback line from _____ '.

c. Drainage by roadside ditches.

d. Drainage by curb and gutter.

e. _____

f. _____

NOTE: The dedication of easements to County of Chesterfield includes granting the right to make reasonable use of adjoining land for construction and maintenance of public facilities within boundaries shown on plat.

NOTE: Easements subject to being taken for alleys.

NOTE: All easements are for surface and underground drainage and underground and overhead utilities.

(4) Sewer Agreement between _____ and _____, dated _____, recorded _____ in Deed Book _____, page _____.

(5) Water Agreement between _____ and _____, dated _____, recorded _____ in Deed Book _____, page _____.

(6) Restrictions; Deed Book Pick up All of Page Brandermill Restrictions

4745
0290

Mail 3207 Quail Hill Dr.
Midlo Va 23112

BOOK 4745 PAGE 290

FREPARED BY:
WALKER & ROBINSON, PC
1904 BYRD AVENUE
RICHMOND, VA. 23230

02 OCT 28 12 23 070576

TAX PARCEL ID #730687110300000

CIRCUIT COURT CLERK
CHESTERFIELD CO., VA

DEED OF GIFT

THIS CONVEYANCE IS EXEMPT FOR TAXES IMPOSED PURSUANT TO SECTION 58.1-811(D) CODE OF VIRGINIA, 1950, AS AMENDED

THIS DEED OF GIFT is made this 28th day of October, 2002, by Carl E. Ergenbright, Jr. and Deanna S. Ergenbright, Grantors, to Deanna S. Ergenbright, Grantee, whose mailing address is 3207 Quail Hill Drive, Midlothian, Virginia, 23112.

23112

WITNESSETH

That for and in consideration of Love and Affection of the Grantor and Grantee, the Grantors do hereby grant and convey unto the Grantee with General Warranty and English Covenants of Title, the following described property, located in Chesterfield County, State of Virginia, (the "Property"):

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND, LYING AND BEING IN THE CLOVER HILL DISTRICT, CHESTERFIELD COUNTY, VIRGINIA, AND DESIGNATED AS LOT 7, FOX CHASE FIRST SECTION, AS SHOWN ON PLAT OF SUBDIVISION ENTITLED, "FOX CHASE FIRST SECTION", MADE BY J.K. TIMMONS & ASSOCIATES, INC., CONSULTING ENGINEERS, DATED JUNE 15, 1976, RECORDED JUN25, 1976, IN THE CLERK'S OFFICE, CIRCUIT COURT, CHESTERFIELD COUNTY, VIRGINIA, IN PLAT BOOK 26, AT PAGES 71 AND 72, AND REFERENCE TO WHICH IS HEREBY MADE FOR A MORE PARTICULAR DESCRIPTION OF THE PROPERTY.

BEING THE SAME REAL ESATE CONVEYED TO CARL E. ERGENBRIGHT, JR., AND DEANNA S. ERGENBRIGHT, HUSBAND AND WIFE, BY DEED FROM SUNLITE HOMES, INC., A VIRGINIA CORPORATION, DATED JUNE 1, 1978, RECORDED JUNE 9, 1978, IN THE CLERK'S OFFICE, CIRCUIT COURT, CHESTERFIELD COUNTY, VIRGINIA, IN DEED BOOK 1322, PAGE 79.

This conveyance is made subject to restrictions, covenants, conditions, and easements of record, insofar as they may legally affect the property hereby conveyed.

WITNESS the following signatures and seals:

Carl E. Ergenbright, Jr.

COMMONWEALTH OF VIRGINIA
COUNTY OF Chesterfield to wit:

THE FOREGOING DEED OF GIFT WAS ACKNOWLEDGED BEFORE ME THIS 28th, DAY OF October, 2002, BY CARL E. ERGENBRIGHT, JR.

Notary Public
My commission expires: 10/31/2005

WITNESS the following signatures and seals:

Deanna S. Ergenbright

COMMONWEALTH OF VIRGINIA
COUNTY OF Chesterfield to wit:

THE FOREGOING DEED OF GIFT WAS ACKNOWLEDGED BEFORE ME THIS 28th, DAY OF October, 2002, BY DEANNA S. ERGENBRIGHT

Notary Public
My commission expires: 10/31/2005

THIS DEED WAS PREPARED WITHOUT THE BENEFIT OF A TITLE EXAMINATION. THE PREPARER OF THS DEED MAKES NO REPRESENATION AS TO THE STATUS OF TITLE, NOR PROPERY USE OR ZONING REGULATIONS.

VIRGINIA:
IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF CHESTERFIELD COUNTY, THE 28 DAY OF OCT 2002, THIS DEED WAS PRESENTED AND WITH THE CERTIFICATE....,ADMITTED TO RECORD AT 12:23 O'CLOCK. THE TAX IMPOSED BY SECTION 58.1-802 IN THE AMOUNT OF $.00 HAS BEEN PAID.

TESTE: JUDY L. WORTHINGTON, CLERK

BOOK 8433 PAGE 0725 RECEIVED

AUG 18 2008

TIME: 9:15 a.m./p.m.

CHESTERFIELD CIRCUIT COURT

Recording Requested by &
When Recorded Return To:
US Recordings, Inc.
2925 Country Drive Ste 201
St. Paul, MN 55117

Tax Map Reference #:

RPC/Parcel ID #: 73068711036 0000

Prepared By:

Sean OBrien, 3000 Leadenhall Road Mount Laurel, NJ 08054

[Space Above This Line For Recording Data]

AP-2008044813
46437211

DEED OF TRUST

MIN 100020000523142267

Loan #: 0052314226

The following information, as further defined below, is provided in accordance with Virginia law:

This Deed of Trust is given by Deanna L Ergenbright, A MARRIED PERSON

, as

Borrower (trustor), to Samuel White 130 Business Park Drive, Virginia Beach, VA 23462

, as

Trustee, for the benefit of Mortgage Electronic Registration Systems, Inc. as beneficiary.
THIS IS A REFI OF A _____ RECORDED IN _____, VIRGINIA, IN BOOK ___, PAGE ___, IN THE ORIGINAL PRINCIPAL AMT OF $_____, AND WITH THE OUTSTANDING PRINCIPAL BALANCE OF $ 200,000.00.

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated July 25, 2008 together with all Riders to this document.

(B) "Borrower" is Deanna L Ergenbright, A MARRIED PERSON

Borrower is the trustor under this Security Instrument.

(C) "Lender" is PHH Mortgage Corporation

Lender is a Corporation
organized and existing under the laws of New Jersey
Lender's address is 3000 Leadenhall Road Mount Laurel, NJ 08054

(D) "Trustee" is Samuel White

Trustee (whether one or more persons) is a Virginia resident and/or a United States- or Virginia-chartered corporation whose principal office is located in Virginia. Trustee's address is 130 Business Park Drive, Virginia Beach, VA 23462
"Trustee" is

Trustee (whether one or more persons) is a Virginia resident and/or a United States- or Virginia-chartered corporation whose principal office is located in Virginia. Trustee's address is

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(F) "Note" means the promissory note signed by Borrower and dated July 25, 2008
The Note states that Borrower owes Lender Two Hundred Thousand Dollars and Zero Cents Dollars (U.S. $200,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than August 1st, 2038 . The interest rate stated in the Note is Six and Three Hundred Sixty-Eight / Thousandths percent (6.368 %).
If this Security Instrument is an adjustable rate mortgage loan, this initial rate is subject to change in accordance with the attached Adjustable Rate Rider.

(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

Initials: DLE

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this PUD Rider.

Deanna L Ergenbright (Seal) -Borrower

Deanna L Ergenbright

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

EXHIBIT A
LEGAL DESCRIPTION

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND, LYING AND BEING IN THE CLOVER HILL DISTRICT, CHESTERFIELD COUNTY, VIRGINIA, AND DESIGNATED AS LOT 7, FOX CHASE FIRST SECTION, AS SHOWN ON PLAT OF SUBDIVISION ENTITLED, "FOX CHASE FIRST SECTION", MADE BY J.K. TIMMONS & ASSOCIATES, INC., CONSULTING ENGINEERS, DATED JUNE 15, 1976, RECORDED JUNE 25, 1976, IN THE CLERK'S OFFICE, CIRCUIT COURT, CHESTERFIELD COUNTY, VIRGINIA, IN PLAT BOOK 26, AT PAGES 71 AND 72, AND REFERENCE TO WHICH IS HEREBY MADE FOR A MORE PARTICULAR DESCRIPTION OF THE PROPERTY.

SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENTS, COVENANTS, OIL, GAS OR MINERAL RIGHTS OF RECORD, IF ANY.

U46437211-01FJ19
DEED OF TRUST

US Recordings

INSTRUMENT #40822
RECORDED IN THE CLERK'S OFFICE OF
CHESTERFIELD ON
AUGUST 18, 2008 AT 11:22AM

JUDY L. WORTHINGTON, CLERK
RECORDED BY: LCB

CHESTERFIELD COUNTY REAL ESTATE TAX BILL

(DISCLAIMER)

This service is not intended as a title search and the tax bills presented through this service may NOT represent all taxes due on a parcel, as tax I.D. splits/changes are not reflected.

Print This Window | Close this Window

MAKE CHECKS PAYABLE AND MAIL TO:
TREASURER, CHESTERFIELD COUNTY
P.O. BOX 70 CHESTERFIELD, VA 23832

IF CHECK IN PAYMENT IS NOT HONORED BY THE BANK THIS RECEIPT IS VOID.

CHESTERFIELD COUNTY, VIRGINIA
REAL ESTATE TAX BILL

2010

KEEP FOR YOUR RECORDS

ACCOUNT NUMBER	BILL NUMBER
196160-002	1010025934-2

BILLED: 4/14/2010 ORIG. DUE DATE: 12/6/2010

				LAND VALUE	BLDG. VALUE	TOTAL CURR VALUE
PROP. ADDRESS	3207 QUAIL HILL DR	ACRES	ORIG.	$65,000	$173,700	$238,700
LEGAL DESC.	FOX CHASE L 7 SEC 1	0	ADJ. VAL	$65,000	$173,700	$238,700
PARCEL I.D.	730687110300000		ORIGINAL TAX BILLED THIS HALF			$1,133.83

			TAX RATE per $100	IF NOT PAID BY DUE DATE ADD INTEREST OF....	10.39	TAX DUE THIS BILL		$1,133.83
BILL PERIOD	FROM 7/1/2010 TO 12/31/2010	SUPP#000	0.95	ON THE FIRST OF EACH MONTH BEGINNING...	01/2011	10% PENALTY DUE AFTER	12/6/2010	$0.00
						INTEREST DUE AFTER	12/6/2010	$0.00
						$30 ADMIN FEE AFTER	3/21/2011	$0.00
						RECYCLING FEE Jul — Dec		$12.50
						TOTAL AMOUNT DUE BY	12/6/2010	$1,146.33

ERGENBRIGHT DEANNA S

3207 QUAIL HILL DR

MIDLOTHIAN VA 23112

0153
0246

601

Form 668 (Y)(c)
(Rev. October 2000)

Department of the Treasury - Internal Revenue Service

Notice of Federal Tax Lien

Area:
SMALL BUSINESS/SELF EMPLOYED AREA #4
Lien Unit Phone: (804) 916-8040

Serial Number
540003034

For Optional Use by Recording Office

As provided by section 6321, 6322, and 6323 of the Internal Revenue Code, we are giving a notice that taxes (including interest and penalties) have been assessed against the following-named taxpayer. We have made a demand for payment of this liability, but it remains unpaid. Therefore, there is a lien in favor of the United States on all property and rights to property belonging to this taxpayer for the amount of these taxes, and additional penalties, interest, and costs that may accrue.

Name of Taxpayer CARL E ERGENBRIGHT JR

Residence 3207 QUAIL HILL DR
MIDLOTHIAN, VA 23112-4429

IMPORTANT RELEASE INFORMATION: For each assessment listed below, unless notice of the lien is refiled by the date given in column (e), this notice shall, on the day following such date, operate as a certificate of release as defined in IRC 6325(a).

CIRCUIT COURT CLERK
CHESTERFIELD CO., VA
2000 OCT 17 A 10:40

BOOK 153 PAGE 0246

Kind of Tax (a)	Tax Period Ending (b)	Identifying Number (c)	Date of Assessment (d)	Last Day for Refiling (e)	Unpaid Balance Of Assessment (f)
1040	12/31/1995	[redacted]8766	02/03/1997	03/05/2007	
1040	12/31/1995	[redacted]8766	12/10/1999	01/09/2010	296736.43
1040	12/31/1996	[redacted]8766	06/08/1998	07/08/2008	
1040	12/31/1996	[redacted]8766	03/06/2000	04/05/2010	284358.20
1040	12/31/1997	[redacted]8766	02/21/2000	03/23/2010	
1040	12/31/1997	[redacted]8766	03/06/2000	04/05/2010	276602.67
1040	12/31/1998	[redacted]8766	02/21/2000	03/23/2010	
1040	12/31/1998	[redacted]8766	03/06/2000	04/05/2010	219675.73

Place of Filing
Clerk of the Circuit Court
Chesterfield County
Chesterfield, VA 23832

Total $ 1077373.03

This notice was prepared and signed at Richmond, VA, on this,

the 13th day of October, 2000.

Signature V. R. Fells
for P. KURY

Title
Revenue Officer 54-01-1513
(804) 916-8153

(NOTE: Certificate of officer authorized by law to take acknowledgment is not essential to the validity of Notice of Federal Tax lien Rev. Rul. 71-466, 1971 - 2 C.B. 409)

Part 1 - Kept By Recording Office

Form 668(Y)(c) (Rev. 10-00)
CAT. NO 60025X

BK 0280 PAGE 0264

0280
0264
668(F)
(Rev. 10-2004)

Department of the Treasury - Internal Revenue Service

NOTICE OF FEDERAL TAX LIEN
REFILE

Area:	Serial Number Recorded	For Use by Recording Office
Small Business / Self Employed - Area: 23 Lien Unit Phone: 1-800-913-4170	540003034 Recorded 10/17/2000, bk 153, pg 246	

As provided by sections 6321, 6322, and 6323 of the Internal Revenue Code, we are giving notice that taxes (including interest and penalties) have been assessed against the following named taxpayer. We have made demand for payment of this liability, but it remains unpaid. Therefore, there is a lien in favor of the United States on all property and rights to property belonging to this taxpayer for the amount of these taxes and additional penalties, interest, and costs that may accrue.

Name of Taxpayer
CARL E JR ERGENBRIGHT

Residence
3207 QUAIL HILL DR

MIDLOTHIAN, VA 23112-4429

Kind of Tax (a)	Tax Period Ended (b)	Identifying Number (c)	Date of Assessment (d)	Last Day for Refiling (e)	Unpaid Balance of Assessment (f)
1040	12/31/1995	xxx-xx-8766	02/03/1997	N/A	$0.00
1040	12/31/1995	xxx-xx-8766	12/10/1999	N/A	$296,736.43
1040	12/31/1996	xxx-xx-8766	06/08/1998	N/A	$0.00
1040	12/31/1996	xxx-xx-8766	03/06/2000	N/A	$284,358.20
1040	12/31/1997	xxx-xx-8766	02/21/2000	N/A	$0.00
1040	12/31/1997	xxx-xx-8766	03/06/2000	N/A	$276,602.67

2010 JAN -7 PM 2:58

NOTICE OF FEDERAL TAX LIEN REFILING

Serial Number: 608090309

Notice Filed at: Clerk of the Circuit Court, Chesterfield County, Chesterfield, VA 23832

New Taxpayer Name: CARL E JR ERGENBRIGHT

New TIN: xxx-xx-8766

New Address: 3207 QUAIL HILL DR
MIDLOTHIAN, VA 23112-4429

Signature: for D. WELLS D. Wells
804-918-8125

Date: 01/07/2010

Title: REVENUE OFFICER

Place of Filing		
Clerk of the Circuit Court Chesterfield County Chesterfield, VA 23832	Total	$891,039.42

This notice was prepared at Baltimore, MD, **on this, the** 13th **day of** October, 2000.

Signature	Title
P. Kury	Revenue Officer

Form 668(F) (Rev. 10-2004)

refiling & extending DB 153, PG 246

24043504 *** REFILED NOTICE *** REFILED NOTICE *** REFILED NOTICE ***

0279
0789 Form 668-F
(Rev. February 2004)

3479 REFILE REFILE

Department of the Treasury - Internal Revenue Service

Notice of Federal Tax Lien

Recorded: 10/17/2000 153 00:00 246

Area:
SMALL BUSINESS/SELF EMPLOYED AREA #3
Lien Unit Phone: (800) 913-6050

Serial Number
540003034

For Optional Use by Recording Office

As provided by section 6321, 6322, and 6323 of the Internal Revenue Code, we are giving a notice that taxes (including interest and penalties) have been assessed against the following-named taxpayer. We have made a demand for payment of this liability, but it remains unpaid. Therefore, there is a lien in favor of the United States on all property and rights to property belonging to this taxpayer for the amount of these taxes, and additional penalties, interest, and costs that may accrue.

Name of Taxpayer CARL E ERGENBRIGHT JR

Residence 3207 QUAIL HILL DR
MIDLOTHIAN, VA 23112-4429

IMPORTANT RELEASE INFORMATION: For each assessment listed below, unless notice of the lien is refiled by the date given in column (e), this notice shall, on the day following such date, operate as a certificate of release as defined in IRC 6325(a). *** NOT APPLICABLE TO A REFILED NOTICE ***

BOOK 0279 PAGE 0789

014198

CLERK OF THE CIRCUIT COURT

2009 DEC 21 PM 1:05

Kind of Tax (a)	Tax Period Ending (b)	Identifying Number (c)	Date of Assessment (d)	Last Day for Refiling (e)	Unpaid Balance of Assessment (f)
1040	12/31/1998	XXX-XX-8766	03/06/2000	N/A	219675.73

NOTICE OF FEDERAL TAX LIEN REFILING
Serial ID: 606812809 Notice Filed At: Chesterfield
New TP Name:
New Address:
New TIN:
K. A. Mitchell
Signature: for PAULA WILKEN
(804) 916-8116
DATE: 12/10/2009
Title: FLD ASST GR MGR

Place of Filing
Clerk of the Circuit Court
Chesterfield County
Chesterfield, VA 23832

Total $ 219675.73

This notice was prepared and signed at BALTIMORE, MD, on this, the 13th day of October, 2000.

Signature
for P. KURY

Title
REVENUE OFFICER
54-01-1513

(NOTE: Certificate of officer authorized by law to take acknowledgment is not essential to the validity of Notice of Federal Tax lien Rev. Rul. 71-466, 1971 - 2 C.B. 409)

Part 1 - Kept By Recording Office

Form 668-F (Rev. 2-2004)
CAT. NO 60025X

refiling + extending DB153, PG 242

0141
0113

UNITED STATES ATTORNEY
U. S. DEPARTMENT OF JUSTICE
EASTERN DISTRICT OF VIRGINIA
NOTICE OF LIEN FOR CRIMINAL PENALTIES.

For Optional Use by Recording Office

BOOK 141 PAGE 0113

NOTICE is given of a lien against all of the property of the defendant named below. The lien arises upon the entry of judgment and continues until the liability is satisfied, remitted, set aside, or becomes unenforceable. 18 U.S.C. § 3613(c). The lien becomes unenforceable the later of 20 years from the entry of judgment or 20 years after release from imprisonment of the person sentenced, or upon the death of the person sentenced. 18 U.S.C. § 3613(b). A sentence imposing an assessment, fine or restitution is a lien upon all property belonging to the defendant. 18 U.S.C. § 3613(c). A notice of lien is considered a notice of lien for taxes and for the purposes of any State or local law providing for the filing of a tax lien. 18 U.S.C. § 3613(d). **No discharge of debts in bankruptcy affects this liability. 18 U.S.C. § 3613(e).**

DEFENDANT's NAME: **Carl E. Ergenbright, Jr.**

SOCIAL SECURITY NUMBER [redacted]**8766**

RESIDENCE: **3207 Quail Hill Drive, Midlothian, VA 23112**

TOTAL PENALTY: **$1,610,331.13 (Special Assessment and Restitution)**

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF VIRGINIA

COURT NUMBER: **3:99CR00217-001**

JUDGMENT DATE: **10/21/99**

ENTRY OF JUDGMENT DATE: **10/21/99**

INTEREST: **5.411%**

PLACE OF FILING : **Chesterfield, VA**

CIRCUIT COURT CLERK
CHESTERFIELD CO., VA
1999 NOV 16 A 11:35

009553

If payments becomes past due, penalties totaling 25% may arise. 18 U.S.C. § 3612(g).
IMPORTANT RELEASE INFORMATION--This Notice operates as a Certificate of Release of the lien described above as of the date set by 18 U.S.C. § 3613(b), but in any event no later than **January 21, 2024**.

This Notice was prepared and signed in Norfolk, Virginia on this 04 day of **November** 1999.

Signature

Mark A. Exley
Assistant United States Attorney

UNITED STATES DISTRICT COURT

Eastern District of Virginia

BOOK 144 PAGE 0429

UNITED STATES OF AMERICA

v.

CARL E. ERGENBRIGHT, JR.

JUDGMENT IN A CRIMINAL CASE
(For Offenses Committed On or After November 1, 1987)
Case Number: 3:99CR00217-001

Douglas M. Atkins, Esquire
Defendant's Attorney

FILED
OCT 21 1999
CLERK, U.S. DISTRICT COURT
RICHMOND, VA

THE DEFENDANT:

[X] pleaded guilty to count(s) 1 and 2 of the Criminal Information.
[ ] pleaded nolo contendere to count(s) _____ which (was) (were) accepted by the court.
[ ] was found guilty on count(s) _____ after a plea of not guilty.

Title & Section	Nature of Offense	Date Offense Concluded	Count Numbers
18:1344	Bank Fraud	1/14/99	1
18:1957(a)	Monetary Transactions in Criminally Derived Property	1/14/99	2

The defendant is sentenced as provided in pages 2 through 6 of this judgment. The sentence is imposed pursuant to the Sentencing Reform Act of 1984.

[ ] The defendant has been found not guilty on count(s) _____
[ ] Count(s) _____ (is)(are) dismissed on the motion of the United States.

IT IS FURTHER ORDERED that the defendant shall notify the United States Attorney for this district within 30 days of any change of name, residence, or mailing address until all fines, restitution, costs, and special assessments imposed by this judgment are fully paid.

Defendant's Soc. Sec. No.: [redacted]8766

Defendant's Date of Birth: July 23, 1938

Defendant's USM No.: Not yet assigned

Defendant's Mailing Address:
3207 Quail Hill Drive
Midlothian, VA 23112

Defendant's Residence Address:
3207 Quail Hill Drive
Midlothian, VA 23112

A TRUE COPY, TESTE
CLERK, U.S. DISTRICT COURT
BY: _____ DEPUTY CLERK

October 21, 1999
Date of Imposition of Judgment

Richard L. Williams
Signature of Judicial Officer

Richard L. Williams
Senior U. S. District Judge
Name & Title of Judicial Officer

October 21, 1999
Date

15

DEFENDANT: CARL E. ERGENBRIGHT, JR. Judgment - Page 2 of 6 Pages
CASE NUMBER: 3:99CR00217-001

IMPRISONMENT

The defendant is hereby committed to the custody of the United States Bureau of Prisons to be imprisoned for a term of 51 MONTH(S) on Count 1; and, a term of 51 MONTHS on Count 2. Both terms of imprisonment are to run concurrently with each other. The defendant shall receive credit for any time already served as a result of these Counts.

[X] The court makes the following recommendations to the Bureau of Prisons:

that the defendant be incarcerated in F.C.I., Petersburg, VA, or, if no space available there, that the defendant be incarcerated in F.C.I., Butner, NC. The Court directs the Warden of either institution to see that the defendant receives appropriate medical attention.

[X] The defendant is remanded to the custody of the United States Marshal.

[ ] The defendant shall surrender to the United States Marshal for this district.

[ ] at _____ a.m./p.m. on _____.
[ ] as notified by the United States Marshal.

[ ] The defendant shall surrender for service of sentence at the institution designated by the Bureau of Prisons.
[ ] before 2 p.m. on _____.
[ ] as notified by the United States Marshal.
[ ] as notified by the Probation or Pretrial Services Office.

RETURN

I have executed this judgment as follows:

_____
_____
_____

Defendant delivered on _____ to _____
at _____, with a certified copy of this judgment.

_____
UNITED STATES MARSHAL

By_____
Deputy Marshal that the defendant receives appropriate medical attention.

DEFENDANT: CARL E. ERGENBRIGHT, JR.
CASE NUMBER: 3:99CR00217-001

SUPERVISED RELEASE

Upon release from imprisonment, the defendant shall be on supervised release for a term of 3 YEAR(S) on each of Counts 1 and 2. Both terms of supervised release are to run concurrently with each other.

The defendant shall report to the probation office in the district to which the defendant is released within 72 hours of release from the custody of the Bureau of Prisons.

While on supervised release, the defendant shall not commit another federal, state, or local crime.

While on supervised release, the defendant shall not illegally possess a controlled substance.

While on supervised release, the defendant shall not possess a firearm or destructive device.

If this judgment imposes a fine or a restitution obligation, it shall be a condition of supervised release that the defendant pay any such fine or restitution in accordance with the Schedule of Payments set forth in the Financial Penalties sheet of this judgment.

The defendant shall comply with the standard conditions that have been adopted by this court (set forth below). The defendant shall also comply with the following additional conditions:

The defendant shall not incur new credit card charges or open additional lines of credit without the approval of the probation officer.

The defendant shall provide the probation officer with access to requested financial information.

The defendant shall participate as directed and approved by the probation officer for treatment of narcotic addiction, drug dependency, or alcohol dependency, which includes urinalysis or other drug detection measures and which may require residence and/or participation in a residential treatment facility. Costs of these programs and testing are to be paid by the defendant as directed by the Probation Officer.

This judgment includes an offense committed on or after September 13, 1994. Therefore, the defendant shall refrain from any unlawful use of a controlled substance. The defendant shall submit to one drug test within 15 days of release from imprisonment and at least two periodic drug tests thereafter as directed by the Probation Officer.

The defendant shall participate in Gamblers Anonymous or any similar counseling program, as directed by the Probation Officer.

DEFENDANT: CARL E. ERGENBRIGHT, JR.
CASE NUMBER: 3:99CR00217-001

STANDARD CONDITIONS OF SUPERVISION

1) the defendant shall not leave the judicial district without the permission of the court or probation officer;
2) the defendant shall report to the probation officer and shall submit a truthful and complete written report within the first five days of each month;
3) the defendant shall answer truthfully all inquiries by the probation officer and follow the instructions of the probation officer;
4) the defendant shall support his or her dependents and meet other family responsibilities;
5) the defendant shall work regularly at a lawful occupation unless excused by the probation officer for schooling, training, or other acceptable reasons;
6) the defendant shall notify the probation officer within 72 hours of any change in residence or employment;
7) the defendant shall refrain from excessive use of alcohol and shall not purchase, possess, use, distribute, or administer any narcotic or other controlled substance, or any paraphernalia related to such substances, except as prescribed by physician;
8) the defendant shall not frequent places where controlled substances are illegally sold, used, distributed or administered;
9) the defendant shall not associate with any persons engaged in criminal activity, and shall not associate with any person convicted of a felony unless granted permission to do so by the probation officer;
10) the defendant shall permit a probation officer to visit him or her at any time at home or elsewhere and shall permit confiscation of any contraband observed in plain view of the probation officer;
11) the defendant shall notify the probation officer within seventy-two hours of being arrested or questioned by a law enforcement officer;
12) the defendant shall not enter into any agreement to act as an informer or a special agent of a law enforcement agency without the permission of the court;
13) as directed by the probation officer, the defendant shall notify third parties of risks that may be occasioned by the defendant's criminal record or personal history or characteristics, and shall permit the probation officer to make such notifications and to confirm the defendant's compliance with such notification requirement.

DEFENDANT: CARL E. ERGENBRIGHT, JR.
CASE NUMBER: 3:99CR00217-001

FINANCIAL PENALTIES

The defendant shall pay the following total financial penalties in accordance with the schedule of payments set out below.

Count	Assessment	Fine	Restitution
1	$100.00		$1,610,131.13
2	$100.00		
Totals:	$200.00		$1,610,131.13

FINE

No fines have been imposed in this case.

RESTITUTION

The defendant shall make restitution to the following persons in the following amounts:

Name of Payee	Amount of Restitution	Priority Order of Payment
Old Republic Title Insurance Company	$1,610,131.13	

Each restitution payment shall be divided proportionately among the payees named unless specified in the priority payment column above.

DEFENDANT: CARL E. ERGENBRIGHT, JR.
CASE NUMBER: 3:99CR00217-001
SCHEDULE OF PAYMENTS

BOOK -144 PAGE 0434

Payments shall be applied in the following order: (1) assessment; (2) restitution; (3) fine principal; (4) cost of prosecution; (5) interest; (6) penalties.

The total fine and other monetary penalties shall be due as follows:

[X] in full immediately. THE SPECIAL ASSESSMENT AND RESTITUTION IS DUE DURING THE PERIOD OF INCARCERATION. WHILE INCARCERATED, THE DEFENDANT SHALL PAY AT LEAST $400 PER MONTH OF HIS RETIREMENT BENEFITS TOWARDS RESTITUTION. UPON RELEASE FROM CUSTODY, PAYMENT OF ANY UNPAID BALANCE SHALL BECOME A SPECIAL CONDITION OF SUPERVISED RELEASE. PAYMENT OF THE UNPAID BALANCE SHALL BE DUE IN MONTHLY INSTALLMENTS OF $1,000, TO BEGIN 60 DAYS AFTER RELEASE FROM CUSTODY UNTIL PAID IN FULL.

[ ] in full not later than _____.

[ ] in _____ installments of $_____ over a period of _____ months to commence 30 days after the date of this judgment. If this judgment imposes a period of incarceration, payment shall be due during the period of incarceration.

[ ] in installments to commence 30 days after the date of this judgment. If this judgment imposes a period of incarceration, payment shall be due during the period of incarceration. During a period of probation or supervised release supervision payment of any unpaid balance shall be a condition of supervision and the U.S. probation officer shall establish and may periodically modify the payment schedule provided that the entire financial penalty is paid no later than the termination of supervision but in no event no later than 5 years after release from incarceration.

[ ] The defendant shall pay the costs of prosecution.

[ ] The defendant shall forfeit the defendant's interest in the following property to the United States.

All financial penalty payments are to be made to the Clerk of Court, except those payments made through the Bureau of Prisons' Inmate Financial Responsibility Program.

CIRCUIT COURT CLERK
CHESTERFIELD CO., VA
2000 FEB 18 A 9:56
001322

BOOK 0154 PAGE 695

NOTICE OF FILING OF FOREIGN JUDGMENT

Va. Code § 8.01-465.3

Case No. .....

Chesterfield County
TRUMP PLAZA ASSOCIATES ..... Circuit Court
D/B/A TRUMP PLAZA HOTEL & CASINO, v. CARL E. ERGENBRIGHT

JUDGEMENT CREDITOR(S)
TRUMP PLAZA ASSOCIATES d/b/a
TRUMP PLAZA HOTEL & CASINO
Name(s)

Mississippi Ave & the Boardwalk
Post Office Address

Atlantic City, NC
City State Zip

Cynthia Kaplan Revesman
Attorney(s) for Judgment Creditor(s)

JUDGEMENT DEBTOR(S)
CARL E. ERGENBRIGHT
Name(s)

3207 Quail Hill Drive
Post Office Address

Midlothian VA 23112
City State Zip

The address(es) of the attorney(s) for the judgment creditor(s) are:
Protas Spivok Collins & Rubenstein LLC
2300 Ninth Street, South, Suite 306

Arlington, VA 22207

The name of the court in which the judgment was entered is: Superior Court of New Jersey Law Division/Atlantic County
Name of Foreign Court

ATL-L-2292-99
Case Number

To the Judgment Debtor(s):
You are hereby notified that a copy of the above-described foreign judgment has been filed in the clerk's office of this court on the date shown below. This judgment may be enforced against you by legal action filed through this court.

It may be in your best interest to consult a lawyer regarding this judgment.

December 5, 2000
Date of Filing

_____, Clerk
by Michele Barbour, Deputy Clerk

This mailing of this notice was noted in Judgment Lien Docket Book 154 Page 695 on December 5, 2000, which is also the date of the mailing of this notice.

_____, Clerk
by Michele Barbour, Deputy Clerk

Form CC-1410 1/91

State of New Jersey, Atlantic County, s.s.

I, Charles E. McCaffery Deputy Clerk of the Superior Court for the County of Atlantic, the same being the Court of Record, do hereby certify that the foregoing is a full, true and correct copy of ATL-L-2292-99

TRUMP PLAZA ASSOC VS CARL ERGENBRIGHT

FINAL JUDGMENT BY DEFAULT

In Testimony Whereof, I have set my hand and affixed the seal of said Court, at Atlantic City, this 15 day of NOVEMBER 1999.

Charles E. McCaffery, Deputy Clerk

State of New Jersey, Atlantic County, s.s.

I, William C. Todd III, one of the Judges of the Superior Court, do certify that Charles E. McCaffery, by whom the foregoing Certificate and Attestation was made and given, and who in his own proper handwriting has thereunto subscribed his name and affixed his official seal, was at the time of so doing, and now is Deputy Clerk of the Superior Court, in and for the said County of Atlantic, in the State of New Jersey, duly commissioned and qualified; to all who act as such, full faith and credit are and ought to be given, as well in Courts of Law as elsewhere. And that the said Certificate and Attestation is in due form, and made by the proper officer, and that the said Certificate as attested would be received in evidence in the Courts in the State of New Jersey.

In Testimony Whereof, I have set my hand, the 16th day of NOVEMBER 1999.

William C. Todd III P.J.Cv.

State of New Jersey, Atlantic County, s.s.

I, Charles E. McCaffery Deputy Clerk of Superior Court of the County of Atlantic, do certify that the Honorable William C. Todd III, by whom the foregoing Attestation was made, and whose name is thereunto subscribed was at the time of making thereof, and still is, one of the Judges of the Atlantic County Superior Court, duly commissioned and sworn; to all who act as such, full faith and credit ought to be given, as well in Courts of Law, as elsewhere.

In Testimony Whereof, I have set my hand and affixed the seal of said Courts and County, the 16 day of NOVEMBER 1999.

Charles E. McCaffery, Deputy Clerk.

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0697

CERTIFIED TO BE A TRUE COPY

BOOK 0154 PAGE 697

RECEIVED and FILED

SEP 3 0 1999

ATLANTIC COUNTY LAW DIVISION

SLATER, TENAGLIA & KANOWITZ, P.A.
26 West Main Street
Marlton, New Jersey 08053
(856) 596-0100
Attorneys for Plaintiff(s)

Trump Plaza Associates d/b/a Trump Plaza Hotel & Casino Plaintiff, vs. Carl E. Ergenbright Defendant(s).	SUPERIOR COURT OF NEW JERSEY LAW DIVISION/ATLANTIC COUNTY Docket Number ATL[illegible] Civil Action FINAL JUDGMENT BY DEFAULT

The defendant(s) Carl E. Ergenbright

having been duly served with process and a copy of the complaint in the above entitled action, and having been defaulted for failure to answer, appear or otherwise move as to the complaint, and the defendant(s) not being infant(s) or incompetent person(s); and the plaintiff(s) having filed a certification setting forth a particular statement of the items of the claim, their amounts and dates, a calculation in figures of the amount of interest, the payments or credits, if any, and the net amount due;

FINAL JUDGMENT is on this 30 day of Sept, 1999 signed and entered in the sum of $33,227.56 with costs, in favor of the plaintiff(s) Trump Plaza Associates d/b/a Trump Plaza Hotel & Casino and against the defendant(s) Carl E. Ergenbright.

[signature]
CLERK

Our File No. TPO9096

IF THIS IS A MONEY JUDGEMENT OR ORDER, IT WILL NOT BE AUTOMATICALLY RECORDED AS A STATEWIDE LIEN. TO DO SO, FORWARD IT DIRECTLY TO THE CLERK OF THE SUPERIOR COURT IN TRENTON ALONG WITH A $25.00 FEE.

SLATER, TENAGLIA, & KANOWITZ
A PROFESSIONAL ASSOCIATION
ATTORNEYS AT LAW
26 WEST MAIN STREET
MARLTON, NEW JERSEY 08053
(856) 596-0100

YOU ARE PUT ON NOTICE THAT THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

0154
0698

BOOK 0154 PAGE 698

TPO 9096

Superior Court of New Jersey
TAXED COST FORM

DOCKET NO. L-2292-99

DIVISION CIVIL LAW
COUNTY ATLANTIC COUNTY

Trump Plaza Assoc

PLAINTIFF

vs.

Ayenbright

DEFENDANT

COSTS OF: Pty

ATTORNEY'S ALLOWANCE BY STATUTE	$ 40.00
FILING FEES PAID TO CLERK	175.00
SHERIFF'S FEES FOR SERVICE	
COUNSEL FEES ALLOWED BY COURT	
OTHER (SPECIFY)	
TOTAL COSTS	$ 215.00

DATE TAXED AND FILED: Sept 30, 19 99

ATTORNEY Slater

DEPUTY CLERK, SUPERIOR COURT
LORI MOONEY

Cynthia\files\R634\Foreign Judgment.wpd

VIRGINIA:

IN THE CIRCUIT COURT OF CHESTERFIELD COUNTY

TRUMP PLAZA ASSOCIATES **d/b/a TRUMP PLAZA HOTEL & CASINO** **Mississippi Ave. and the Boardwalk** **Atlantic City, NJ**	)	
Plaintiff,	)	
v.	)	**Law No.:** **Judgment No.:**
CARL ERGENBRIGHT **3207 Quail Hill Drive** **Midlothian, VA 23112**	)	
Defendant.	)	

AFFIDAVIT OF NAME AND ADDRESS
TO REGISTER FOREIGN JUDGMENT

STATE OF MARYLAND
) ss:
COUNTY OF MONTGOMERY)

Pursuant to Virginia Code, Uniform Enforcement Of Foreign Judgments Act, Section 8.01-465.3, et. seq., on this day, personally appeared before me, CYNTHIA KAPLAN REVESMAN, Esquire, to me well known who, to being by me first duly sworn, deposes and says that:

1. She is a citizen of the United States, over eighteen (18) years of age, a member in good standing of the Virginia State Bar, under no legal disability, in the Law Firm of PROTAS, SPIVOK, COLLINS & RUBENSTEIN, LLC, Counsel for Plaintiff herein, and makes this Affidavit.

2. The name and last known Post Office address of the Judgment Debtor is: Carl Ergenbright, 3207 Quail Hill Drive, Midlothian, VA 23112.

3. The name and current business address of the Judgment Creditor is: Trump Plaza Associates d/b/a Trump Plaza Hotel & Casino, Mississippi Ave. & the Boardwalk, Atlantic City, NJ.

FURTHER AFFIANT SAYETH NOT.

Cynthia Kaplan Revesman, VSB #32908
PROTAS, SPIVOK, COLLINS & RUBENSTEIN, LLC
2300 Ninth Street, South, Suite 306
Arlington, Virginia 22207
(703) 525-4766; (301) 897-5001 (fax)
Counsel for Plaintiff

SUBSCRIBED AND SWORN to before me this 30 day of November, 2000.

Notary Public

My Commission Expires:

MARCIE L. SPIVOK
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires September 1, 2002

BOOK 0154 PAGE 701

VIRGINIA:

Cynthia\files\R6341ForeignJudgment.wpd

IN THE CIRCUIT COURT OF CHESTERFIELD COUNTY

TRUMP PLAZA ASSOCIATES **d/b/a TRUMP PLAZA HOTEL & CASINO** **Mississippi Ave. and the Boardwalk** **Atlantic City, NJ** **Plaintiff,** **v.** **CARL ERGENBRIGHT** **3207 Quail Hill Drive** **Midlothian, VA 23112** **Defendant.**	**Law No.:** **Judgment No.:**

NOTICE OF FILING OF FOREIGN JUDGMENT

PLEASE TAKE NOTICE that pursuant to Virginia Code, Uniform Enforcement Of Foreign Judgments Act, Section 8.01-465.3, et. seq., you are hereby notified that the undersigned filed an original Triple Certificate Of Judgment in the above-named Court, and requested same to be registered thereon for purposes of enforcement.

TRUMP PLAZA ASSOCIATES d/b/a
TRUMP PLAZA HOTEL & CASINO

By Counsel:

Cynthia Kaplan Revesman, VSB #32908
PROTAS, SPIVOK, COLLINS & RUBENSTEIN, LLC
2300 Ninth Street, South, Suite 306
Arlington, Virginia 22207
(703) 525-4766; (301) 897-5001 (fax)
Counsel for Plaintiff

CERTIFICATE OF MAILING

I HEREBY CERTIFY that copies of this Notice of Filing of Foreign Judgment, together with copies of the Praecipe and Affidavit were mailed first-class, postage prepaid on this 18th day of November, 2000, to: Carl Ergenbright, 3207 Quail Hill Drive, Midlothian, VA 23112.

Cynthia Kaplan Revesman

Cynthia\files\R634\Foreign Judgment.wpd

VIRGINIA:
IN THE CIRCUIT COURT OF CHESTERFIELD COUNTY

TRUMP PLAZA ASSOCIATES **d/b/a TRUMP PLAZA HOTEL & CASINO** **Boardwalk and Mississippi Avenue** **Atlantic City, NJ** **Plaintiff,** **v.** **CARL ERGENBRIGHT** **3207 Quail Hill Drive** **Midlothian, VA 23112** **Defendant.**	)	**Law No.:** **Judgment No.:**

PRAECIPE TO ENTER FOREIGN JUDGMENT

Dear Clerk:

Pursuant to Virginia Code, Uniform Enforcement Of Foreign Judgments Act, Section 8.01-465.1, et. seq., I am attaching hereto an original Triple Certificate Of Judgment for you to register in your Court. I am also attaching hereto an Affidavit setting forth the party's address above, together with the Notice Of Filing Of Foreign Judgment, and be advised that the amount of the judgment as set forth in the attached Triple Certificate is $33,227.56, with interest at 12% per annum from September 30, 1999 until paid, plus costs of $175.00 and $40.00 in attorney's fees. I am also attaching hereto my Firm's check in the amount of $23.00 made payable to the Clerk of this Court to cover the cost of this registration.

Please indicate the Judgment No. assigned to this matter on your receipt, and return it to me in the attached self-addressed stamped envelope.

Thank you.

TRUMP PLAZA ASSOCIATES d/b/a
TRUMP PLAZA HOTEL & CASINO

By Counsel:

Cynthia Kaplan Revesman, VSB #32908
PROTAS, SPIVOK, COLLINS & RUBENSTEIN, LLC
2300 Ninth Street, South, Suite 306
Arlington, Virginia 22207
(703) 525-4766; (301) 897-5001 (fax)
Counsel for Plaintiff

CIRCUIT COURT CLERK
CHESTERFIELD CO., VA
2009 DEC -5 P 2:11
00988

0140
0657

ABSTRACT OF JUDGMENT

CASE NUMBER: GV99050349-00

RICHMOND GENERAL DISTRICT COURT

BOOK -140 PAGE 0657

PLAINTIFF(S)	V	DEFENDANT(S)
CRESTAR BANK BANK CARD DIVISION PO BOX 27172 RICHMOND, VA 23261	NO SSN NO DOB	CARL ERGENBRIGHT JR 4936 MILLRIDGE PKWY APT E MIDLOTHIAN, VA 23112	[redacted]-8766 NO DOB

THIS IS TO CERTIFY THAT A JUDGMENT WAS RENDERED IN THIS COURT IN FAVOR OF:

PLAINTIFF(S) AGAINST DEFENDANT(S)

CONTAINING THE FOLLOWING TERMS:

DATE OF JUDGMENT: 09/22/99

AMOUNT OF JUDGMENT: $2,317.38

OTHER AMOUNT: $0.00

HOMESTEAD EXEMPTION WAIVED: ( ) YES ( ) NO ( ) CANNOT BE DEMANDED

ALTERNATE VALUE OF SPECIFIC PROPERTY AWARDED: N/A

INTEREST: 13.65 % FROM 8-13-99

COSTS: $30.00 ATTORNEY'S FEES:

ATTORNEY: CRESTAR/AGI

CIRCUIT COURT CLERK
CHESTERFIELD CO., VA
1999 NOV -1 A 11:33

OTHER: .....

.....

.....

.....

I CERTIFY THE ABOVE TO BE A TRUE ABSTRACT OF A JUDGMENT RENDERED IN THIS COURT

9-23-99 Jennifer Morrison D.C.
DATE ( ) CLERK ( ) JUDGE

FORM DC-465 4/90 (09/22/99) PAGE: 26

3490
0901

Kaufman & Canoles
P.O. Box 3037
Norfolk, VA 23514-3037

BOOK 3490 PAGE 901

99 FEB -9 08 59

007975

CIRCUIT COURT CLERK
CHESTERFIELD CO., VA

VIRGINIA: IN THE CIRCUIT COURT FOR CHESTERFIELD COUNTY

OLD REPUBLIC NATIONAL
TITLE INSURANCE COMPANY,

Plaintiff,

v.

Chancery No. CH99-137

C. E. ERGENBRIGHT, JR.,

and

DEANNA E. ERGENBRIGHT,

and

GMAC MORTGAGE CORPORATION,

and

AMERICAN RESIDENTIAL MORTGAGE CORPORATION,

Defendants.

MEMORANDUM OF LIS PENDENS

To: All it may concern:

TAKE NOTICE THAT Old Republic National Title Insurance Company, a Minnesota corporation ("Old Republic"), has filed a bill of complaint ("Bill") against C.E. ERGENBRIGHT, JR. and DEANNA E. ERGENBRIGHT (collectively referred to as the "Ergenbrights"). The title of the cause is "***Old Republic National Title Insurance Company v. C.E. Ergenbright, Jr. and Deanna E. Ergenbright***". The general object of the suit is to request that the Court enter an order subjecting property owned by the Ergenbrights, and more particularly described below, to a trust in favor of Old Republic. The Court where the matter is pending is the Circuit Court for the County of Chesterfield. The amount of the claim asserted is

This instrument prepared by
Kaufman & Canoles, P.C.

at least $10,000.00 and may be substantially in excess of this amount. The real property and improvements owned by the Ergenbrights is described as follows:

> ALL that certain lot, piece or parcel of land, with appurtenances thereto belonging, lying and being in Clover Hill District, Chesterfield County, Virginia, and designated as Lot 7, Fox Chase, First Section, as shown on plat of subdivision entitled "Fox Chase First Section", made by J.K. Timmons & Associates, Inc., Consulting Engineers, dated June 15, 1976, recorded June 25, 1986, in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia, in Plat Book 26, page 71 and 72, and reference to which is hereby made for a more particular description of the property conveyed. BEING the same real estate conveyed to Carl E. Ergenbright, Jr. and Deanna S. Ergenbright, by deed from Sunlite Homes, Inc., a Virginia Corporation, dated June 1, 1978, recorded June 9, 1978, in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia, in Deed Book 1322, page 79.
>
> Tax ID Number: 730-68-71-10-300-000
> Known as: 3207 Quail Hill Drive, Midlothian, Virginia 23112

The names of the persons whose estates are intended to be affected by the pending suit are C.E. Ergenbright, Jr. and Deanna E. Ergenbright.

OLD REPUBLIC NATIONAL TITLE
INSURANCE COMPANY

By Paul K. Campsen
Of Counsel

Paul K. Campsen
James L. Windsor
David N. Payne
Kaufman & Canoles
One Commercial Place
Norfolk, VA 23510
(757) 624-3000

COMMONWEALTH OF VIRGINIA
CITY OF NORFOLK, to-wit:

This day Paul K. Campsen personally appeared before me, Susan G. St. John, a Notary Public in and for the Commonwealth of Virginia, and being first duly sworn says that he is the counsel for Old Republic National Title Insurance Company and that the above memorandum of lis pendens is true to the best of his knowledge and belief.

Given under my hand this 5th day of February, 1999.

Susan G. St. John
Notary Public

My commission expires: 6/30/2001

#528559 v1

VIRGINIA:
IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF CHESTERFIELD COUNTY, THE 9 DAY OF FEB 1999, THIS DEED WAS PRESENTED AND WITH THE CERTIFICATE....;ADMITTED TO RECORD AT 8:59 O'CLOCK. THE TAX IMPOSED BY SECTION 58.1-802 IN THE AMOUNT OF $.00 HAS BEEN PAID.

TESTE: JUDY L. WORTHINGTON, CLERK

Mailed to:
Allen & Gabberry
8720 Forest Hill Ave.
Richmond, Va
6-20-78 LHV, CIK

79

THIS DEED OF BARGAIN AND SALE, dated June 1, 1978, by and between SUNLITE HOMES, INC., a Virginia corporation, herein called Grantor; and CARL E. ERGENBRIGHT, JR. and DEANNA S. ERGENBRIGHT, his wife, herein called Grantee;

W I T N E S S E T H :

That for and in consideration of the sum of TEN DOLLARS ($10.00) cash in hand paid and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor does hereby bargain, sell, grant and convey with GENERAL WARRANTY and the usual ENGLISH COVENANTS OF TITLE unto Carl E. Ergenbright, Jr. and Deanna S. Ergenbright, his wife, as tenants by the entirety with the right of survivorship as at common law, the following described real estate, to-wit:

> ALL that certain lot, piece or parcel of land with appurtenances thereto belonging, lying and being in Clover Hill District, Chesterfield County, Virginia, and designated as Lot 7, Fox Chase First Section, as shown on plat of subdivision entitled "Fox Chase First Section", made by J. K. Timmons & Associates, Inc., Consulting Engineers, dated June 15, 1976, recorded June 25, 1976, in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia, in Plat Book 26, at pages 71 and 72, and reference to which plat is hereby made for a more particular description of the property.
>
> BEING the same real estate conveyed to Sunlite Homes, Inc., a Virginia corporation, by deed from Brandermill, a Virginia general partnership, dated November 21, 1977 and recorded December 2, 1977, in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia, in Deed Book 1289, at page 818.

This conveyance is made subject to restrictions, covenants, conditions and easements of record, insofar as they may legally affect the property hereby conveyed.

IN WITNESS WHEREOF, Sunlite Homes, Inc. has caused this deed to be executed in its name and on its behalf by Howard L. Palmer, its President, pursuant to due corporate authority.

SUNLITE HOMES, INC.
By Howard L. Palmer
President

~~BOOK 1321 PAGE 934~~

STATE OF VIRGINIA

At Large, to-wit:

The foregoing instrument was acknowledged before me this 6th day of June, 1978, by Howard L. Palmer, President of Sunlite Homes, Inc., a Virginia corporation, on behalf of the Corporation.

My commission expires: 5/18/81

Denise M. Stablein
Notary Public

VIRGINIA:

In the Clerk's Office of the Circuit Court of Chesterfield County, the 9th day of June, 1978, this Deed was presented and with the certificate ____, admitted to record at 2:49 o'clock P.M. The tax imposed by Section 58-54.1 in the amount of $ 69.00 has been paid.

Teste:

Louis H. Vaden
Clerk

MAILED TO:
Va. Elec. & Power Co.
9121 Midlothian Pike
Bon Air, Va. 23235
8/10/76
LHV, Ck

BOOK 1209 PAGE 828

THIS AGREEMENT, Made this 20th day of July, 1976, between Brandermill, a Virginia Joint Venture, by Sea Pines of Virginia, Inc., a Joint Venturer

hereinafter called "Owner" ("Owner" whatever used herein being intended to include the grantors whether one or more or masculine or feminine); and Virginia Electric and Power Company, a Virginia corporation, hereinafter called "Company,"

WITNESSETH:

That for the sum of One Dollar ($1.00) and other valuable considerations, the receipt whereof is hereby acknowledged, Owner grants unto Company, its successors and assigns, the perpetual right, privilege and easement of right of way ten (10) feet in width at designated locations (hereinafter referred to as "designated right of way") and the perpetual right, privilege and easement of right of way at undesignated locations (hereinafter referred to as "undesignated right of way"), to lay, construct, operate and maintain one or more lines of underground conduits and cables as Company may from time to time deem expedient or advisable, located on the rights of way hereinafter described, for the purpose of transmitting and distributing electric power by one or more circuits; and for telephone, television and other communication purposes; including in each instance all wires, conduits, cables, ground connections, meters, attachments, equipment, accessories and appurtenances desirable in connection therewith (hereinafter referred to as "facilities"), over, under, through and across certain lands of Owner situated in County of Chesterfield, Virginia, as shown on Plat No. CE76-104 hereto attached and made a part of this agreement; the location of the center line of such designated right of way being shown in broken lines on such plat, and the location of such undesignated right of way being at one location to be selected by Company on each lot shown on such plat and extending from the designated right of way to the proposed improvements on each such lot.

It is understood and agreed that Company shall have the perpetual right, privilege and easement to construct, operate and maintain manholes, handholes, supports for lights, transformers, transformer enclosures, concrete pads, connection boxes and lighting fixtures (hereinafter also referred to as "facilities") on the designated right of way.

The facilities constructed hereunder shall remain the property of Company. Company shall have the right to inspect, rebuild, remove, repair, improve, relocate on the rights of way described above, and make such changes, alterations, substitutions, additions to or extensions of its facilities as Company may from time to time deem advisable.

Company shall at all times have the right to keep the designated right of way clear of all buildings, structures and other obstructions (except fences), trees, roots and undergrowth. All trees and limbs cut by Company at any time shall remain the property of Owner.

For the purpose of constructing, inspecting, maintaining or operating its facilities, Company shall have the right of ingress to and egress from the rights of way over the lands of Owner. Company shall exercise such right in such manner as shall occasion the least practicable damage and inconvenience to Owner. Company shall repair damage to roads, fences or other improvements and shall pay for all other damage when such damage results from the construction, inspection or maintenance of Company's facilities, provided Owner gives written notice thereof to Company within thirty (30) days after such damage occurs.

Owner, his successors and assigns, may use the rights of way for any purpose not inconsistent with the rights hereby granted, provided such use does not interfere with or endanger the construction, operation and maintenance of Company's facilities and provided that no buildings, structures or other obstructions (except fences) may be constructed on the designated right of way. In the event such use of the undesignated right of way does interfere with or endanger the construction, operation or maintenance of such facilities, Company may relocate such facilities, and Owner shall reimburse Company the cost of such relocation and grant to Company an easement of right of way at the new location. Owner may at any time require the relocation of the Company's facilities on the undesignated right of way, provided the expense of such relocation is paid by Owner and Owner grants to Company an easement of right of way at the new location.

Owner covenants that he is seized of and has the right to convey the said easements of right of way, rights and privileges; that Company shall have quiet and peaceable possession, use and enjoyment of the aforesaid easements of right of way, rights and privileges; and that Owner shall execute such further assurances thereof as may be required.

WITNESS the following signature S and seal S:

Brandermill, a Virginia Joint Venture, by
Sea Pines of Virginia, Inc., a Joint Venturer (SEAL)
J. Roy Martin, III (SEAL)
VICE-PRESIDENT

Attest: Elizabeth [illegible]
Asst. Sec.

556.20

BOOK 1209 PAGE 829

STATE OF VIRGINIA
County of Chesterfield } To-wit:

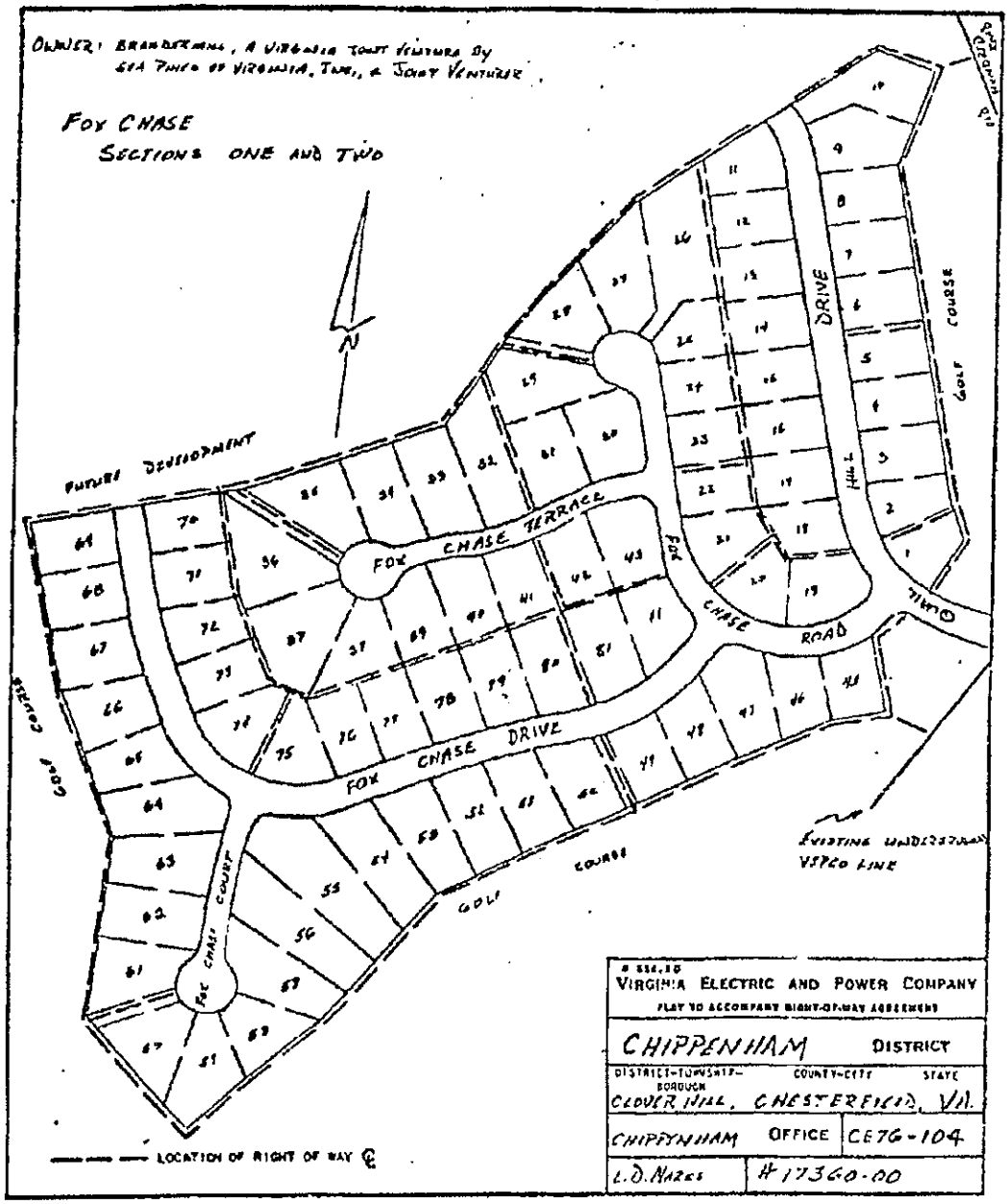
I, L. Dunayne Mahr a Notary Public in and for the ~~City aforesaid, County aforesaid,~~ State of Virginia at Large, whose commission expires on the 29th day of May 1979 do hereby certify that S. Ray Martin III and Elizabeth Danzler whose names are signed to the foregoing writing dated the 20th day of July 1976 as Vice-President and Asst. Secy respectively, of Sea Pines of Virginia, Inc. acknowledged the same before me in the county aforesaid this 20th day of July 1976.

L. Dunayne Mahr
Notary Public.

VIRGINIA:
In the Clerk's Office of the Circuit Court of Chesterfield County, the 28 day of July 1976, this Deed was presented and with the certificate ~~plat~~ admitted to record at 3:16 o'clock P. M.

Teste:

Lucie H. Vaughan Clerk



VIRGINIA ELECTRIC AND POWER COMPANY

PLAT TO ACCOMPANY RIGHT-OF-WAY AGREEMENT

CHIPPENHAM DISTRICT

DISTRICT-TOWNSHIP-BOROUGH	COUNTY-CITY	STATE
CLOVER HILL	CHESTERFIELD	VA.

CHIPPENHAM OFFICE	CE76-104
L.D. MARKS	H 17360-00

MAILED TO:
The C&P Telephone Co.
2500 Turner Road
Richmond, Va. 23224
8/12/76 LHV, Clerk

BOOK 1210 PAGE 144

FORM 677-V-1
Buried Wire and
Buried Cable
6/74

Received of The Chesapeake and Potomac Telephone Company of Virginia One Dollar ($1.00) in consideration of which the undersigned hereby grant and convey unto said Company, its successors, assigns, lessees and agents, a right of way and easement to construct, operate, maintain, replace and remove a communication system consisting of such buried cables, buried wires, posts, terminals, location markers, and other appurtenances, as the grantees may from time to time require, upon, under, across and over the land which the undersigned own or in which the undersigned have any interest; said land being located and described as follows:

Fox Chase Subdivision - Brandermill,
Off Old Hundred Road

District of Cloverhill, County of Chesterfield, and State of Virginia and upon, under, along and over the roads, streets and highways adjoining the said land, together with the following rights: Of ingress and egress over, under, and across the lands of the undersigned to and from said systems for the purpose of exercising the rights herein granted; to open and close fences, to cut down and keep cut down all trees and undergrowth within 5 feet of said system; to carry in said system the wires, cables, circuits and appurtenances of any other Company; including all electric wires; said system being located on said land as follows:

See Attached Sketch

The Company will pay for damage to fences and growing crops arising from the construction and maintenance of the aforesaid system. Brandermill, a Virginia Joint Venture, by Sea Pines of Virginia, Inc.
Post Office Address A Joint Venturer P. O. Box 287, Midlothian, VA 23113

Witness _____ hand and seal this 21st day of July, 1976.

WITNESS: Cynthia D. Crist — J. Roy Martin III (Seal)
WITNESS: Assistant Secretary — Vice-President (Seal)
WITNESS: _____ (Seal)

State of Virginia County of Chesterfield To Wit:

I Elizabeth Dantzler Notary Public of the State of Virginia in and for the County Chesterfield aforesaid, do hereby certify that Cynthia D. Crist and J. Roy Martin III whose name are signed to the within writing bearing date on the 21st day of July, 1976, has acknowledged the same before me in my County and State aforesaid.

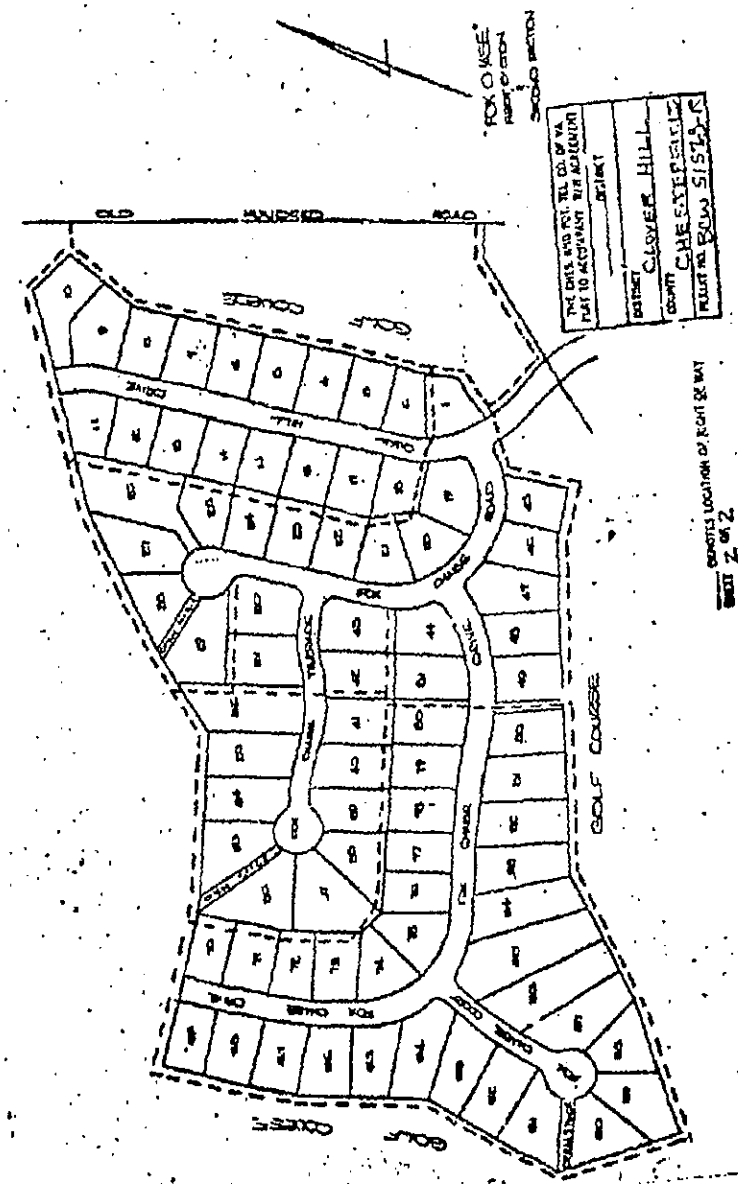
Given under my hand and seal this 21st day of July, 1976.

Elizabeth Dantzler
Notary Public

My Commission expires 22nd day of July, 1978.

VIRGINIA:
In the Clerk's Office of the Circuit Court of Chesterfield County, the 29th day of July, 1976, this Deed was presented and with the certificate plat admitted to record at 2:24 o'clock P. M.

Teste:
Lucie H. Vaden Clerk


"FOX CHASE"
FOX CHASE ROAD
GOLF COURSE
GOLF COURSE
GOLF COURSE
DISTRICT
CLOVER HILL
COUNTY
CHESTERFIELD
PLAT NO. BOW 51529-R
SHEET 2 OF 2

MAILED TO:
Philip V. Daffron
P.O. Box 31
Chesterfield, Val
12-15-77 LHV, Clerk

BOOK 1130 PAGE 618

THIS DEED OF BARGAIN AND SALE, dated as of this 21st day of November, 1977, by and between BRANDERMILL, a Virginia general partnership (the Grantor), and SUNLITE HOMES, INC., a Virginia corporation (the Grantee), provides:

THAT for and in consideration of the amount of Ten Dollars ($10.00) and other valuable consideration, the receipt of which is hereby acknowledged, the Grantor, subject to the easements, conditions, restrictions, and agreements referred to herein, hereby grants and conveys with general warranty and English covenants of title unto the Grantee, that certain real estate more particularly described in Exhibit "A" attached hereto and made a part hereof (the Property), together with all easements appurtenant to the Property, as set forth and created in the hereinafter mentioned Declarations for the benefit of the owners of the Property.

This conveyance is made subject to all recorded easements, conditions, restrictions and agreements as they may lawfully apply to the Property hereby conveyed or any part thereof, and, without limiting the generality of the foregoing, this conveyance is expressly made subject to (i) the Declaration of Rights, Restrictions, Affirmative Obligations and Conditions applicable to all property in Brandermill, recorded in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia, in Deed Book 1130, page 378, as amended by instrument recorded in the aforesaid Clerk's Office in Deed Book 1140, page 451, and to the easements and obligations described therein, (ii) the Declaration of Covenants and Restrictions of the Brandermill Community Association and Grantor, recorded in the aforesaid Clerk's Office in Deed Book 1130, page 332, as amended by instrument recorded in the aforesaid Clerk's Office in Deed Book 1140, page 454, and in Deed Book 1143, page 832, and to the easements and obligations described therein, (iii) the Declaration of Rights, Restrictions, Affirmative Obligations and Conditions, Single Family Covenants, recorded in the aforesaid Clerk's Office in Deed Book 1130, page 408, as amended by instrument recorded in the aforesaid Clerk's Office in Deed Book 1140, page 442, and to the easements and obligations described therein, and (iv) the affirmative covenant and restriction that if any residential dwelling structure be constructed on the Property, then such structure must contain a minimum enclosed dwelling area (as defined in the hereinabove mentioned Declarations) of 1500 square feet.

IN WITNESS WHEREOF, the Grantor has caused this Deed to be executed in its name as of the date first written above.

BRANDERMILL, a Virginia general partnership

By: Brandermill Management, Inc.
general partner

By _____
(Vice) President

(Corporate Seal)

Attest:

[illegible]
(Assistant) Secretary

STATE OF VIRGINIA,

COUNTY OF CHESTERFIELD, to-wit:

The foregoing instrument was acknowledged before me this 23 day of November, 1977, by [illegible] (Vice) President of Brandermill Management, Inc., a Virginia corporation on behalf of the corporation, as general partner of Brandermill, a Virginia general partnership.

My commission expires: Sept 1, 1981.

Catherine C. Barton
Notary Public

EXHIBIT A

ALL that certain lot, piece or parcel of land with appurtenances thereto belonging, lying and being in Clover Hill District, Chesterfield County, Virginia, and designated as Lot 7, Fox Chase First Section, as shown on plat of subdivision entitled "Fox Chase First Section", made by J.K. Timmons & Associates, Inc., Consulting Engineers, dated June 15, 1976, recorded June 25, 1976, in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia, in Plat Book 26, at pages 71 and 72, and reference to which plat is hereby made for a more particular description of the property.

BEING a part of the same real estate conveyed to Swift Creek Company, by deed from Chesterfield Land & Timber Corp., dated June 27, 1973, recorded June 28, 1973, in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia, in Deed Book 1086, page 284. By Second Amended Certificate of Partnership, dated December 10, 1973, recorded December 21, 1973, in the aforesaid Clerk's Office, in Fictitious Name Book 3, page 352, the name Swift Creek Company was changed to Brandermill.

VIRGINIA:

In the Clerk's Office of the Circuit Court of Chesterfield County, the 2 day of Dec., 1972, this Deed was presented and with the certificate, admitted to record at 3:51 o'clock P.M. The tax imposed by Section 58-54.1 in the amount of $ 15.00 has been paid.

Teste: Clerk

MAILED TO:
Hunton, Williams, Attys.
P.O. Box 1535
Richmond, Va.
7-26-73,MTP,Clk

DEED OF ASSUMPTION

THIS DEED OF ASSUMPTION, dated as of this 27th day of June,1973, by and between CHESTERFIELD LAND & TIMBER CORP., a Virginia corporation (the Grantor), and SWIFT CREEK COMPANY, a Joint Venture organized and existing under Virginia law (SWIFT CREEK DEVELOPMENT CORPORATION, a Virginia corporation, and SEA PINES OF VIRGINIA, INC., a Delaware corporation, being the joint venturers thereof) (the Grantee), provides:

FOR AND IN CONSIDERATION OF the sum of Ten Dollars ($10.00) and other valuable consideration, the receipt of which is hereby acknowledged, the Grantor, subject to the easements, conditions, restrictions, and agreements referred to herein, hereby grants and conveys with general warranty and English covenants of title unto the Grantee, the real property (the Property) situated in the County of Chesterfield, Virginia and described on Exhibit I attached hereto and made a part hereof.

This conveyance is made subject to all recorded easements, conditions, restrictions and agreements as may lawfully apply to the Property hereby conveyed or any part thereof including without limitation that certain deed of trust from the Grantor, Chesterfield Land Investments, Inc., a Virginia corporation, and Swift Creek Company, the predecessor to the Grantee hereunder to William A. Pusey and William F. Gieg, Trustees, dated October 12, 1972, and recorded on October 13, 1972 in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia in Deed Book 1061 at page 181, given to secure payment

of a promissory note in the principal amount of $3,875,000 plus interest and payable as provided in such note, the current outstanding balance of which note is $ 616,866.00 which Grantee does hereby assume and agrees to pay and discharge together with such other monies as may be hereafter advanced and secured by such deed of trust. Grantee further covenants and agrees to fully perform and discharge all obligations, liabilities and covenants of the Trustor (as defined in the deed of trust) and of Chesterfield Land & Timber Corp. and Chesterfield Land Investments, Inc. under such deed of trust.

Easements

Grantor hereby assigns to Grantee, its successors and assigns, the following:

(1) the right of reentry retained by the Grantor in that certain Deed (the Dam Deed), dated December 11, 1968 between the Grantor and the County of Chesterfield, Virginia, recorded February 12, 1969, in the Clerk's Office, Circuit Court of Chesterfield County, Virginia in Deed Book 946, page 117 relating to conveyance of a dam (the Dam) for impounding the waters of Swift Creek Reservoir (the Reservoir);

(2) the right, privilege and easement of right of way over the property conveyed in the Dam Deed and in that certain Deed (the Filter Plant Deed) dated December 11, 1968 between the Grantor and the County of Chesterfield, Virginia, recorded on February 12, 1969 in the aforesaid Clerk's Office in Deed Book 946, page 127, relating to a site for a filter plant, pumping station and related facilities;

(3) all rights, interests and benefits of the Grantor under that certain Agreement and Deed of Easement (the Easement Agreement) dated December 11, 1968 recorded on February 12,

1969 in the aforesaid Clerk's Office in Deed Book 246, page 170, between Grantor and the County of Chesterfield, Virginia, relating to the construction, operation and maintenance of the Reservoir and the granting of the easement therefor; it being understood that the Uniform Rules and Regulations referred to in the Easement Agreement shall be adopted not by the Grantor, but by the Grantee in its sole discretion from time to time for the use of the Reservoir waters; provided, however, that Grantor retains on behalf of itself and those who are referred to in Section 11 of the Easement Agreement as "Owner's Assigns" the same right to use the waters of the Reservoir, together with the Grantee, its successors and assigns, and the "Other Landowners" referred to in Section 4 of the Easement Agreement, as Grantor and Owner's Assigns retained under the Easement Agreement.

Grantee acknowledges receipt of true and correct copies of the Dam Deed, the Filter Plant Deed and the Easement Agreement. The Grantee takes the Property subject to the Easement Agreement and hereby assumes all liabilities and obligations of Grantor under the Dam Deed, the Filter Plant Deed and the Easement Agreement as such liabilities and obligations relate to the Property, including without limitation the obligations of the Grantor under Section 7.1 of the Easement Agreement. From and after the date hereof, Grantee shall indemnify and hold Grantor harmless from and against any and all claims, liability, damages, costs and expenses of whatsoever kind and nature, except those incurred by the Grantor by reason of any exercise by it of any of its rights reserved hereunder, that Grantor may suffer or incur by reason of such Deeds or the Easement Agreement; provided, however, that there shall be no personal or individual liability on the part of either of the joint venturers of the Grantee (Sea Pines of Virginia, Inc. and Swift Creek

Development Corporation) or on the part of their respective officers, directors or shareholders, as a result of the foregoing assumption and agreement to indemnify except and only to the extent of their respective interests in the Grantee and the property and assets thereof.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Deed of Assumption all as of the date first written above.

CHESTERFIELD LAND & TIMBER CORP.

By _____
President

ATTEST:

[Corporate Seal]

_____
Secretary

SWIFT CREEK COMPANY
a Virginia Joint Venture

By: SWIFT CREEK DEVELOPMENT CORPORATION
a Joint Venturer

By _____
President

ATTEST:

[Corporate Seal]

_____
Secretary

And By: SEA PINES OF VIRGINIA, INC.
a Joint Venturer

By _____
President

ATTEST:

[Corporate Seal]

_____
Secretary

STATE OF VIRGINIA,

City OF Richmond, to-wit:

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, to hereby certify that E. ~~Angus~~ Powell and Robert L. Philbrick, whose names as President and Secretary, respectively, of Chesterfield Land & Timber Corp., are signed to the foregoing deed dated as of June 27, 1973, have each acknowledged the same before me in my jurisdiction aforesaid.

Given under my hand and seal this 27th day of June, 1973.

My commission expires: Nov. 16, 1973.

Virginia W. Mills
Notary Public

STATE OF VIRGINIA,

City OF Richmond, to-wit:

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that E. ~~Angus~~ Powell and Robert L. Philbrick, whose names as President and Secretary respectively, of Swift Creek Development Corporation, are signed to the foregoing deed dated as of June 27, 1973, have each acknowledged the same before me in my jurisdiction aforesaid.

Given under my hand and seal this 27th day of June, 1973.

My commission expires: Nov. 16, 1973.

Virginia W. Mills
Notary Public

STATE OF Virginia

City OF Richmond, to-wit:

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Charles E. Fraser and W. Hale Barnett, whose names as President and Asst. Secretary, respectively, of Sea Pines of Virginia, Inc., are signed to the foregoing deed dated as of June 27, 1973, have each acknowledged the same before me in my jurisdiction aforesaid.

Given under my hand and seal this 27th day of June, 1973.

My commission expires: Nov. 16, 1973.

Virginia W. Mills
Notary Public

Description of Real Estate

ALL those certain pieces or parcels of real property together with improvements located thereon consisting of 2,347.32 acres, more or less, located in the County of Chesterfield, Virginia, portions of which front along the mean water surface elevation of 177 feet of the Swift Creek Reservoir, as designated and shown as Parcels "A-II" and "A-III" of Parcel 'A' and Parcels 'B' through 'F' inclusive on a plat of survey entitled "Plat of Several Parcels of Land Consisting of 2580.0 ± Acres Situated North of U.S. Route 360 on Both Sides of Old Hundred Road" prepared by J. K. Timmons and Associates, Surveyors-Engineers-Planners, of Richmond, Virginia, and dated November 1, 1972, revised November 10, 1972, December 14, 1972, January 12, 1973, and January 16, 1973, which plat is recorded simultaneously herewith in Plat Book 20 at page 286 in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia, and which, by this reference, is made a part hereof, and according to which plat is described as follows:

Parcels A-II and A-III

ALL those certain pieces or parcels of real property located in the County of Chesterfield, Virginia, designated Parcel "A-II" (containing 64.0 acres, more or less) and Parcel "A-III" (containing 12.7 acres, more or less) of Parcel A on the aforesaid plat.

LESS AND EXCEPT that portion of a strip of land 10' in width along the northern right-of-way line of U.S. Route No. 360 dedicated to the County of Chesterfield, Virginia by deeds of dedication as follows: from Chesterfield Land & Timber Corp., dated July 20, 1971 and recorded in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia, September 16, 1971 in Deed Book 1024, page 459; and from Swift Creek Development Corp. dated July 2, 1971, recorded in the aforesaid Clerk's Office September 16, 1971 in Deed Book 1024, page 473. In each such deed of dedication, the respective grantor reserves unto itself, its successors and invitees, a perpetual right of ingress and engress, upon, over and across the strip of land therein conveyed.

BEING a part of the same property conveyed by the following deeds:

1. Parcel "A-II" - (a) Conveyed to Swift Creek Development Corp. by deed from Rufus R. Cashion and Myrtle P. Cashion, husband and wife, dated July 17, 1967, recorded August 29, 1967, in the aforesaid Clerk's Office, in Deed Book 890, page 539; (b) Conveyed to Swift Creek Development Corp.

EXHIBIT I

from H. D. Cashion and Joyce W. Cashion, husband and wife, dated August 30, 1967, recorded March 22, 1968, in the aforesaid Clerk's Office in Deed Book 911, page 262; (c) Conveyed to Swift Creek Development Corp. from Edward G. Rudd and Jeannette M. Rudd, his wife, dated and recorded April 29, 1969, in the aforesaid Clerk's Office, in Deed Book 954, page 299.

2. Parcel "A-III" - Conveyed to Chesterfield Land & Timber Corp. by deed from Edward G. Rudd and Jeannette M. Rudd, his wife, dated June 22, 1964, recorded June 25, 1964, aforesaid Clerk's Office in Deed Book 753, page 294.

Parcel B

ALL that certain piece or parcel of real property located in the County of Chesterfield, Virginia consisting of 1.2 acres, more or less, and designated as Parcel B on the aforesaid plat.

BEING a part of the same property conveyed to Chesterfield Land & Timber Corp. by deed from Edward G. Rudd and Jeannette M. Rudd, his wife, dated June 22, 1964 and recorded in the aforesaid Clerk's Office June 25, 1964 in Deed Book 753, page 294.

Parcel C

ALL that certain piece or parcel of real property located in the County of Chesterfield, Virginia containing 1281.6 acres, more or less, and designated as Parcel C on the aforesaid plat.

BEING the same or part of the same properties conveyed to Chesterfield Land & Timber Corp. by the following deeds:

1. Deed from Bonarco Corporation dated April 25, 1968, recorded May 1, 1968 in the aforesaid Clerk's Office, in Deed Book 915, page 358.

2. Deed from Janie A. Morrissett, widow dated November 22, 1967, recorded November 29, 1967 in the aforesaid Clerk's Office in Deed Book 900, page 320.

3. Deeds of Exchange from Elwood Morrissett and Dean Hancock Morrissett, his wife, and Jack T. Shoosmith and Nina Shoosmith, his wife, dated January 10, 1969, recorded January 10, 1969 in the aforesaid Clerk's Office in Deed Book 942, page 687, and Deed Book 942, page 680, respectively, and by deed from Lynton Morrissett and Mary G. Morrissett, his wife, dated June 12, 1972, recorded June 13, 1972 in the aforesaid Clerk's Office in Deed Book 1047, page 530.

4. Deed from David M. Lea & Company, Incorporated dated February 4, 1961, recorded February 24, 1961 in the aforesaid Clerk's Office in Deed Book 645, page 111.

5. Deed from T. Alva Morrissett, unmarried, Lily May Morrissett, by T. Alva Morrissett, her Attorney-In-Fact, and Janie A. Morrissett, widow, dated January 24, 1972, recorded February 1, 1972, in the aforesaid Clerk's Office in Deed Book 1036, page 249.

6. Deed from Cecil E. Hoyle and Laura S. Hoyle, his wife, dated December 15, 1966, recorded February 27, 1967, in the aforesaid Clerk's Office in Deed Book 870, page 361.

7. Deed from W. E. Moore and Gladys W. Moore, husband and wife, dated April 29, 1968, recorded May 8, 1968, in the aforesaid Clerk's Office in Deed Book 916, page 257.

Parcel D

ALL that certain piece or parcel of real property located in the County of Chesterfield, Virginia, containing 651.2 acres, more or less, and designated as Parcel D on the aforesaid plat.

BEING a part of the same property conveyed to Chesterfield Land & Timber Corp. by deed from David M. Lea & Company, Incorporated, dated February 4, 1961, and recorded February 24, 1961, in the aforesaid Clerk's Office in Deed Book 645, page 111.

Parcel E

ALL that certain piece or parcel of real property located in the County of Chesterfield, Virginia, containing 40.464 acres, more or less, and designated as Parcel E on the aforesaid plat.

BEING a part of the same property conveyed to Chesterfield Land & Timber Corp. by deed from David M. Lea & Company, Incorporated, dated February 4, 1961, and recorded in the aforesaid Clerk's Office February 24, 1961, in Deed Book 645, page 111.

Parcel F

ALL that certain piece or parcel of real property located in the County of Chesterfield, Virginia, containing 296.156 acres, more or less, and designated as Parcel F on the aforesaid plat.

BEING a part of the same property conveyed to Chesterfield Land & Timber Corp. by deed from David M. Lea & Company, Incorporated, dated February 4, 1961 and recorded in the aforesaid Clerk's Office February 24, 1961 in Deed Book 645, page 111; and the same property conveyed to Chesterfield Land & Timber Corp. by deed from Virgil R. Goode and Mildred E. Goode, his wife, dated September 14, 1964 and recorded in the aforesaid Clerk's Office September 28, 1964 in Deed Book 764, page 542.

VIRGINIA:
In the Clerk's Office of the Circuit Court of Chesterfield County, the 28 day of June, 1978, this Deed was presented and with the certificate, admitted to record at 1:28 o'clock P.M.
The tax imposed by Section 58-54.1 in the amount of $ 36.30.00 has been paid.

Teste: [signature] Clerk

ALWAYS NOTE THE KIND OF DEED, GENERAL, SPECIAL, WARRANTY, QUIT CLAIM

OR DEED OF GIFT

Carl E. Ergenbright Jr.
Deanna S. Ergenbright
Grantor

TO

Deanna S. Ergenbright
Grantee

TENANCY:

Book 4745 P. 290 Court

Date 10-28-02

Date of Record 10-28-02

Consideration, $ LOVE

Kind of conveyance: G.W. ✓ S.W. ___ Q.C. ___ D.G. ✓

English covenants? ✓

Dower or curtesy released?

Are seals affixed?

Are signatures regular?

Are acknowledgments regular?

DESCRIPTION OF PROPERTY CONVEYED

Lot(s) 7, Block ___, Section First

Subdivision Fox Chase, Plat Book 26, Page 71-72

ACREAGE:

~~4795-684T~~ Rel. 5290-129
~~5127-855T~~ Rel. 7476-535
~~5783-451T~~ Rel. 7624-749
~~7433-355T~~ Rel. 8450-695
X ~~8433-724T~~

~~2319-1501T~~ Rel. 3621-441
~~2320-1501T~~ Rel. 3361-289
~~2321-725T~~
~~2327-449T~~ Rel. 5646-416
~~2327-1984T~~ Rel. 4615-714
~~2328-595T~~ Rel. 3412-444
~~2333-1057~~ Sub
~~2926-121T~~ Rel. 3590-164
~~2977-459T~~ Rel. 3951-863
~~3020-189T~~ Rel. 5188-570
~~3130-470T~~ Rel. 5785-84
~~7733-914A~~

Judg
(280-264)
(279-789)

BEING: (140-657)
(141-113)
(144-429)
(153-246)
(154-695)

ALWAYS NOTE THE KIND OF DEED, GENERAL, SPECIAL, WARRANTY, QUIT CLAIM OR DEED OF GIFT

Book 1322 P. 79 Court

Date 6-1-78

Date of Record 6-9-78

Consideration, $ 10.00

Kind of conveyance: G.W. ✓ S.W. ___ Q.C. ___ D.G. ___

English covenants? ✓

Dower or curtesy released? ✓

Are seals affixed?

Are signatures regular?

Are acknowledgments regular?

Sunlite Homes Inc
a Va corp
Grantor

TO

Carl E. Ergenbright Jr
Deanna S. Ergenbright
wife
Grantee

TENANCY: T/E

DESCRIPTION OF PROPERTY CONVEYED

Lot(s) 7, Block ___, Section ___

Subdivision Fox Chase, Plat Book 26, Page 71-72

ACREAGE: ~~1321-935T Rel 2433-286.~~

1322-81T (10) Rel. 2433-286
~~1449-165T Rel. 2002-1668~~
~~1991-69T Rel. 2407-58~~
~~2383-144T Rel. 4939-522~~
~~2448-858T-Cor~~
~~2839-228A~~
~~3476-133T Rel. 4927-972~~
* 3490-901 L/P
K 4745-290 Dept
~~2192-59PA~~
~~2219-719T Rel. 3244-555~~
~~2223-169T Rel. 2790-475~~
~~2228-444T Rel 3097-613~~
~~2231-1363T~~ (110)
~~2244-720T Rel. 2786-28~~
~~2267-1082T~~ (41)
~~2284-218T Rel. 2911-331~~
~~2284-225T Rel. 8122-520~~
~~2307-1558 Cor T~~
~~2312-1710T~~
~~2313-1697T Rel. 3083-799~~
~~2317-944T Rel. 3405-958~~
~~2318-431T~~
~~8122-520 Rel 83,380 11-17-88~~

BEING:

D Q F Jop

ALWAYS NOTE THE KIND OF DEED, GENERAL, SPECIAL, WARRANTY, QUIT CLAIM

OR DEED OF GIFT

Brandermill
a Va gen part
Grantor

TO

Sunlite Homes
Incorporated
Grantee

TENANCY:

Book 1289 P. 818 Court

Date 11-21-77

Date of Record 12-2-77

Consideration, $ 10.00

Kind of conveyance: G.W. ✓ S.W. ___ Q.C. ___ D.G. ___

English covenants? ✓

Dower or curtesy released?

Are seals affixed?

Are signatures regular?

Are acknowledgments regular?

DESCRIPTION OF PROPERTY CONVEYED

Lot(s) 7, Block ___, Section First

Subdivision Fox Chase, Plat Book 26, Page 71-72

ACREAGE:

~~1289-821~~ T Rel. 1323-682

1322-79 out

BEING: ☐

ALWAYS NOTE THE KIND OF DEED, GENERAL, SPECIAL, WARRANTY, QUIT CLAIM

OR DEED OF GIFT

Chesterfield Land + Lumber. Corp

Grantor

TO

Swift Creek Company

n/c Brandermill

Grantee

TENANCY:

Book 1086 P. 284 Court

Date 6-27-23

Date of Record 6-28-23

Consideration, $ 10.00

Kind of conveyance: G.W. ✓ S.W. ___ Q.C. ___ D.G. ___

English covenants? ✓

Dower or curtesy released?

Are seals affixed?

Are signatures regular?

Are acknowledgments regular?

DESCRIPTION OF PROPERTY CONVEYED

Lot(s) ___, Block ___, Section ___

Subdivision ___, Plat Book ___, Page ___

ACREAGE: 2,347.32 acres

1061-181 T Rel

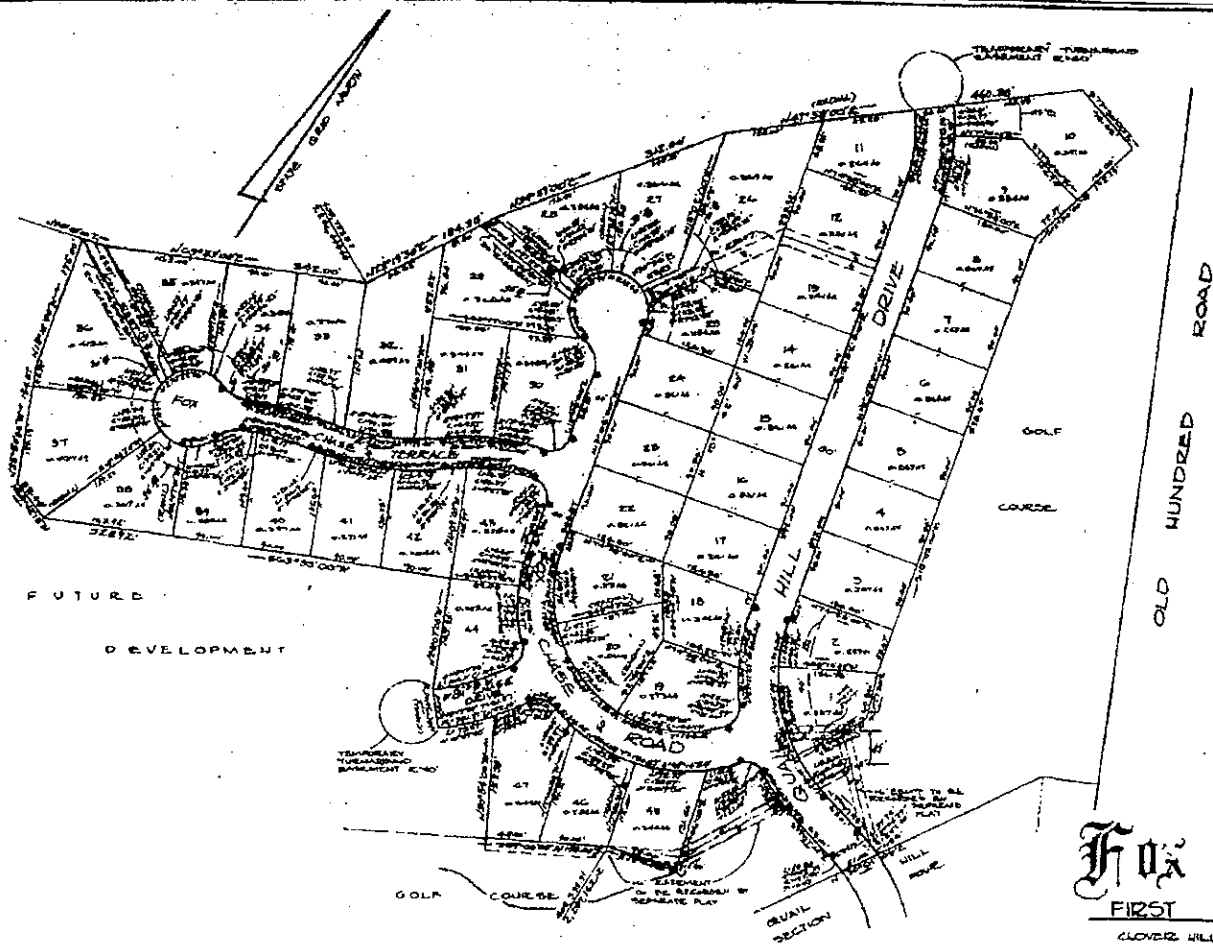
26-71 Plat

1209-828 V

1210-144 C+P

1289-818 out

BEING: ☑ ☑



Fox Chase

FIRST SECTION

CLOVER HILL DISTRICT
CHESTERFIELD CO. VIRGINIA

JUNE 15, 1976 SCALE: 1"=100'

J. K. TIMMONS & ASSOCIATES, INC.
CONSULTING ENGINEERS
RICHMOND, VIRGINIA

SURVEYS	HW
UTILITIES	KRM
CALC. CHK.	CAJ

APPROVED BY THE
CHESTERFIELD PLANNING COMMISSION

SHEET 2 OF 2

JOB NO. 415-29

P.B. PG. DATE

NO. OF LOTS THIS SHEET: 47

SUBDIVISION CERTIFICATE

THE SUBDIVISION OF LAND SHOWN HEREON DESIGNATED AS "FOX CHASE, FIRST SECTION" IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS THERE IS A MORTGAGE ON THIS PROPERTY. ALL EASEMENTS, STRIPS AND ROADS ARE OF THE WIDTH AND EXTENT SHOWN AND ARE DEDICATED TO THE COUNTY OF CHESTERFIELD FREE AND UNRESTRICTED BY ANY PREVIOUS AGREEMENTS OR EASEMENTS EXCEPT AS NOTED ON THIS PLAT AS OF THE TIME OF RECORDATION. THE DEDICATION OF THE EASEMENTS TO THE COUNTY OF CHESTERFIELD INCLUDES GRANTING THE RIGHT TO MAKE REASONABLE USE OF THE ADJOINING LAND FOR CONSTRUCTION AND MAINTENANCE OF PUBLIC FACILITIES WITHIN THE BOUNDARIES OF EASEMENTS SHOWN HEREON. ALL EASEMENTS ARE FOR SURFACE AND UNDERGROUND DRAINAGE AND OVERHEAD AND UNDERGROUND UTILITIES, EXCEPT AS RESTRICTED IN USE ON THIS PLAT.

GIVEN UNDER OUR HANDS AND SEALS THIS 06 DAY OF May, 1976.

BRANDERMILL - A VIRGINIA JOINT VENTURE AND PARTNERSHIP
BY: SEA PINES OF VIRGINIA, INC. - A JOINT VENTURER AND GENERAL PARTNER.

[signature]
VICE PRESIDENT

[signature]
ASSISTANT SECRETARY

[signature]
JOINT VENTURE

[signature]
JOINT VENTURE

SOURCE OF TITLE

THE PROPERTY EMBRACED WITHIN THE LIMITS OF THIS SUBDIVISION WAS CONVEYED TO THE SWIFT CREEK COMPANY BY DEED FROM CHESTERFIELD LAND & TIMBER CORP. DATED JUNE 25, 1973 AND RECORDED JUNE 28, 1973 IN DEED BOOK 1086, PAGE 284 IN THE CLERK'S OFFICE CIRCUIT COURT, CHESTERFIELD CO., VIRGINIA.

THE NAME OF THE SWIFT CREEK COMPANY WAS CHANGED TO "BRANDERMILL" AS EVIDENCE BY A SECOND AMENDED CERTIFICATE OF PARTNERSHIP DATED DECEMBER 21, 1973 IN THE CLERK'S OFFICE IN FICTITIOUS NAME BOOK 3, PAGE 352.

[signature]
J. K. TIMMONS & ASSOCIATES, INC.

NOTE:
ALL OPEN SPACE AREAS SHOWN ON THE FACE OF THIS PLAT SHALL BE OWNED BY BRANDERMILL TO BE DEEDED TO THE BRANDERMILL COMMUNITY ASSOCIATION. THE BRANDERMILL COMMUNITY ASSOCIATION SHALL MAINTAIN SAID OPEN SPACE.

THE LOTS RECORDED ON THIS PLAT IN ADDITION TO OTHER RECORDED DOCUMENTS APPLICABLE THERETO ARE RECORDED SUBJECT TO THE FOLLOWING COVENANTS:

1. DECLARATION OF RIGHTS, RESTRICTIONS, AFFIRMATIVE OBLIGATIONS AND CONDITIONS APPLICABLE TO ALL PROPERTY IN BRANDERMILL DB 1130 PG 318 AMENDED DB 1140 PG 451
2. DECLARATION OF RIGHTS, RESTRICTIONS, AFFIRMATIVE OBLIGATIONS AND CONDITIONS APPLICABLE TO ALL SINGLE FAMILY AREAS DB 1130 PG 408 AMENDED DB 1140 PG 412
3. DECLARATION OF COVENANTS AND RESTRICTIONS OF THE BRANDERMILL COMMUNITY ASSOCIATION AND BRANDERMILL - A JOINT VENTURE DB 1130 PG 332 AMENDED DB 1140 PG 464 DB 1143 PG 832

OPEN SPACE TABULATION

Ⓐ	0.098 AC
Ⓑ	0.069 AC
TOTAL	0.167 AC

APPROVED CHESTERFIELD PLANNING COMMISSION
23 June 1976 DATE — [signature] SECRETARY
[signature] COUNTY ADMINISTRATOR
[signature] ASSISTANT DIRECTOR — [signature] DIRECTOR

SURVEYOR'S CERTIFICATE

TO THE BEST OF MY KNOWLEDGE AND BELIEF ALL OF THE REQUIREMENTS AS SET FORTH IN THE ORDINANCE FOR APPROVING PLATS OF SUBDIVISIONS FOR RECORDATION IN CHESTERFIELD COUNTY, VIRGINIA HAVE BEEN COMPLIED WITH. ALL MONUMENTS WILL BE SET BY DEC. 1977.

[signature]
J. K. TIMMONS & ASSOCIATES, INC.

COMMONWEALTH OF VIRGINIA
J. K. TIMMONS
CERTIFIED LAND SURVEYOR
1077

NOTES

USE: RESIDENTIAL (R-1)
WATER: COUNTY SYSTEM
SEWER: COUNTY SYSTEM
DRAINAGE: ROADSIDE DITCHES
AREA IN LOTS: 14.564 AC
AREA IN ROADS: 2.405 AC
AREA IN OPEN SPACE: 0.167 AC
TOTAL AREA: 17.136 AC
ZONING: R-1
TAX MAP NO.: 62-1-1 PART OF PARCEL 20
NO. OF LOTS: 43
TRACT NO.: 723

WHEREAS
In the Clerk's Office of the Circuit Court of Chesterfield County, the 22nd day of June, 1976, this Deed was presented and with the certificate admitted to record at 5:30 o'clock P.M.
Teste:
[signature] Clerk

COMMONWEALTH OF VIRGINIA
County of Chesterfield, TO WIT:
I, Cynthia D. Crist, A NOTARY PUBLIC IN AND FOR THE County OF Chesterfield COMMONWEALTH OF VIRGINIA DO HEREBY CERTIFY THAT [signature], [signature], [signature] & [signature] WHOSE NAMES ARE SIGNED TO THE SUBDIVISION CERTIFICATE, HAVE ACKNOWLEDGED THE SAME BEFORE ME IN MY County AND COMMONWEALTH AFORESAID.
GIVEN UNDER MY HAND AND SEAL THIS 06 DAY OF May, 1976.
[signature]
NOTARY PUBLIC
MY COMMISSION EXPIRES Dec. 9, 1978
I was commissioned as Cynthia Dzuchi

Fox Chase
FIRST SECTION

CLOVER HILL DISTRICT
CHESTERFIELD CO., VIRGINIA

JUNE 15, 1976 SCALE 1"=100'

J. K. TIMMONS & ASSOCIATES, INC.
CONSULTING ENGINEERS
RICHMOND, VIRGINIA

JOB NO 415-29

SHEET 1 OF 2

NO NO DATE