

# Invoice

Peggy L. White  
2325 Wallington Way  
Virginia Beach, VA 23456  
beachtitle@cox.net

Order Number: Alison  
Completed: 6-29-16  
Property: 1321 Kasba Ct VB  
Search Fee: 75  
Copy Fee: 13  
TOTAL INVOICE 88 -

Thank You!!

ORDER # Alison DATE 6-24-16

CUSTOMER NAME Gallagher, Thomas

ADDRESS 1321 Kasba Ct  
VB EXAMINED TO: 6-24-16

DEED BOOK 2539 PG 400 DATED 8-26-86 REC 9-3-86  
INST# \_\_\_\_\_

GRANTEES: Thomas R. Gallagher

GRANTORS: Gallagher Construction Corp.

GW  SW  QC  DOG  ENG. COV.  TBYE  JT  TC  FEE SIM

BRIEF LEGAL:

LOT 15 BK A SUBDIV Glenwood

20160526000446030 - Pender + Coward (5-26-16)

1<sup>ST</sup> DEED OF TRUST:

AMOUNT: 740,000. - DB — PG —

INST# 20051219002030570 DATED 12-6-05 REC 12-15-05

TRUSTEE: John C. Layden

PAYABLE TO Gateway Bank + Trust Co

SSAD: YES  OTHER see copy

ASSIGNED 20051219002030580 see copy

2<sup>ND</sup> DEED OF TRUST

AMOUNT \_\_\_\_\_ DB \_\_\_\_\_ PG \_\_\_\_\_

INST# \_\_\_\_\_ DATED \_\_\_\_\_ REC \_\_\_\_\_

TRUSTEE: \_\_\_\_\_

PAYABLE TO \_\_\_\_\_

SSAD: YES  OTHER \_\_\_\_\_

ASSIGNED \_\_\_\_\_

GPIN - MAP NO: 1475 10 6801 0000

LAND ASSESSMENT 94,000  
IMPROVEMENTS 139,400  
TOTAL ASSESSMENT 233,400

TAXES PAID PER: QTR  SEMI   
AMOUNT 1057.32  
PAID THRU 1<sup>st</sup>/2 2016  
NEXT DUE 1<sup>st</sup>/2 2017 (12-5-16)  
DELINQUENT see copy

JUDGMENTS: NO  YES  SEE ATTACHED (3)

UCC'S NO  YES  SEE ATTACHED

ADDITIONAL LIENS: NO  YES  SEE ATTACHED

Tax Account	
Parcel ID	Last Update
14751068010000	6/29/2016 1:42:40 AM
Owner: GALLAGHER THOMAS R 2449 HAVERSHAM CLOSE VIRGINIA BEACH, VA 23454-1159	SITUS: 1321 KASBA CT
Legal Description	
GLENWOOD PHASE 1 BK A LOT 15	

Tax Assessment			
	Gross Tax	Credit	Net Tax
City of Virginia Beach	\$2,114.64	\$0.00	\$2,114.64
Total Tax	<b>\$2,114.64</b>	<b>\$0.00</b>	<b>\$2,114.64</b>

Tax Installment Information							
Period	Bill Number	Due Date	Tax Year	Tax	Penalty/Fee	Interest	Total Due
INST 1	1116032383	12/7/2015	2016	\$0.00	\$0.00	\$0.00	\$0.00
INST 2	1116032383	6/6/2016	2016	\$1,057.32	\$105.73	\$9.30	\$1,172.35
<b>Total Due:</b>				<b>\$1,057.32</b>	<b>\$105.73</b>	<b>\$9.30</b>	<b>\$1,172.35</b>

Payment History				
Tax Year	Bill Number	Receipt Number	Amount Paid	Last Paid
2016	1116032383	15143915	\$1,181.66	1/15/2016 12:00:00 PM

Under Virginia State Law, these real estate tax information records are public information. Display of this tax information on the Internet is specifically authorized by the **Code of Virginia § 58.1-3172.1**.

While the Real Estate Treasurer's Office has attempted to ensure that the tax information contained on this site is accurate and reflects the property's characteristics, the City of Virginia Beach and the Virginia Beach Treasurer's Office makes no warranties, expressed or implied, concerning the accuracy, completeness, reliability, or suitability of this information. The City of Virginia Beach and the Virginia Beach Treasurer's Office do not assume any liability associated with the use or misuse of this real estate tax information. **All payments made after the due date are considered late and penalty and interest will be applied.** Note that payments & balance dues may be as of the prior business day. If you have questions, please contact us at (757) 385-4445 or [vbtre4you@vbgov.com](mailto:vbtre4you@vbgov.com)

**These use and privacy terms and conditions stated below incorporate any and all similar terms provided by [vbgov.com](http://vbgov.com). In the event that there is a conflict between the provisions herein provided and those provided by [vbgov.com](http://vbgov.com), the terms provided by [vbgov.com](http://vbgov.com) shall control.**



Storm Water Query

Storm Water Query Results

Estimated Closing Date of: 07/05/2016

Account	Owner Name	Address	GPIN	Total Unpaid
0002260310218718	THOMAS R GALLAGHER	1321 KASBA CT	1475-10-6801-0000	\$17.32

[Please double-check the GPIN number to make sure it is the correct one.]

The account balance for this GPIN as of 06/29/2016 is: ----- \$17.32

For an estimated closing date of 07/05/2016, total storm water fees due at closing are estimated to be: ----- \$35.07

**\*\*\*Important Notice\*\*\***

To ensure proper posting of this payment:

- Please remit to:                   Treasurer  
  City of Virginia Beach  
  Municipal Center - Building 1  
  2401 Courthouse Drive  
  Virginia Beach, VA 23456-9018

Note: Please attach this form to your remittance.

# 138.75

THIS DEED, made this 26th day of August, 1986, by and between GALLAGHER CONSTRUCTION CORP., a Virginia corporation, party of the first part, and THOMAS R. GALLAGHER, home sole, party of the second part, whose address is 4605 Pembroke Lake Circle, Virginia Beach, Virginia 23455.

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 considerations, the receipt of which is hereby acknowledged, the said party of the first part does hereby grant and convey with GENERAL WARRANTY and ENGLISH COVENANTS OF TITLE unto the said party of the second part as his sole and separate equitable estate, free from the control and marital rights of any present or future wife and free from any dower rights or inchoate dower rights of any present or future wife of the said THOMAS R. GALLAGHER, all of which are hereby expressly excluded and with the full and complete authority in the said THOMAS R. GALLAGHER to alien, convey, encumber and otherwise deal with and dispose of the same without the necessity of joinder by or with any present or future wife of THOMAS R. GALLAGHER, the following described property, to-wit:

ALL THAT certain lot, piece or parcel of land, with the buildings and improvements thereon, lying, being and situate in the City of Virginia Beach, Virginia, and being known, numbered and designated as Lot 15, in Block A, as shown on that certain plat entitled, "Subdivision of GLENWOOD, Phase One, Kempsville Borough, Virginia Beach, Virginia", which said plat is duly recorded in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia, in Deed Book 2504 at pages 1462 through 1465.

IT BEING a portion of the same property conveyed to the Grantor herein by Deed of Kempsville Lake Number 1 Partnership, dated July 8, 1986, and duly recorded in the the aforesaid Clerk's Office in Deed Book 2521 at page 517.

This conveyance is made expressly subject to the conditions, restrictions, easements and reservations of record, if any, affecting the aforesaid property and constituting constructive notice.

IN WITNESS WHEREOF, GALLAGHER CONSTRUCTION CORP., a Virginia corporation, has caused these presents to be executed in its name by its duly authorized officer.

GALLAGHER CONSTRUCTION CORP.

*[Handwritten Signature]*  
President

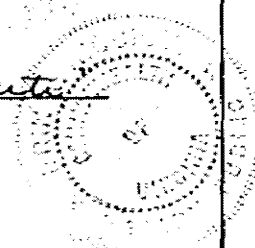
STATE OF VIRGINIA

CITY OF VIRGINIA BEACH, to-wit:

I, the undersigned, a Notary Public in and for the City aforesaid in the State of Virginia, do hereby certify that Thomas R. Gallagher, President of Gallagher Construction Corp., a Virginia corporation, whose name as such is signed to the foregoing instrument bearing date on the 26th day of August, 19 86, has acknowledged the same before me in my City and State aforesaid.

Given under my hand this 26th day of August, 19 86.

*Erin N. Piccinto*  
NOTARY PUBLIC



My Commission Expires:

My Commission Expires October 4, 1987

C.G. 21 REV. 3/85

VIRGINIA: Sept 19 86 at 4:26 In the Clerk's Office of the Circuit Court of Virginia Beach 3 day of Sept, this instrument was received and upon the certificate of acknowledgment thereto annexed, admitted to record. The tax imposed by §58.1-802 of the Code has been paid, in the amount of \$ 92.50.

TESTE: J. CURTIS FRUIT, Clerk

*Doreen Lanza*

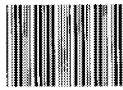


20051219002030570 Pg. 1 OF 14  
City of Virginia Beach  
12/19/2005 02:17:13 PM DOT  
Tina E. Sinnen, Clerk

State Tax Pd - \$1850.00

FOR RECORDER'S USE ONLY

This Deed of Trust prepared by: Gateway Bank & Trust Co.



\*0340\*

GPINS: 1475-10-6801-0000  
2414-36-3427-0000  
2415-51-0043-0000  
2415-41-8313-0000

**DEED OF TRUST**

**THIS IS A CREDIT LINE DEED OF TRUST**

Maximum aggregate amount of principal  
to be secured hereby at any one time: \$740,000.00

Name and address of Noteholder secured hereby:

**Gateway Bank & Trust Co.  
HILLTOP BRANCH  
1580 LASKIN ROAD  
VIRGINIA BEACH, VA**

RECEIVED  
VIRGINIA BEACH CIRCUIT CT.  
2005 DEC -7 PM 1:41  
TINA E. SINNEN, CLERK

RECEIVED  
VIRGINIA BEACH CIRCUIT CT.  
2005 DEC 15 PM 1:10  
TINA E. SINNEN, CLERK

THIS DEED OF TRUST is dated December 6, 2005, among Thomas R. GALLAGHER, whose address is 2449 Haversham Cr, Virginia Beach, VA 23454 ("Grantor"); Gateway Bank & Trust Co., whose address is HILLTOP BRANCH, 1580 LASKIN ROAD, VIRGINIA BEACH, VA (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and STEVEN C. LAYDEN, a resident of Virginia, whose address is 4460 Corporation Lane Suite 100, Virginia Beach, VA 23462 ("Grantee," also referred to below as "Trustee").

**CONVEYANCE AND GRANT.** For valuable consideration, Grantor conveys, transfers, encumbers and pledges and assigns to Trustee for the benefit of Lender as Beneficiary, all of Grantor's present and future right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; and all rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in the City of Virginia Beach, Commonwealth of Virginia:

See Exhibit "A", which is attached to this Deed of Trust and made a part of this Deed of Trust as if fully set forth herein.

The Real Property or its address is commonly known as 1225 Mullholand Ct, 1825 Mullholand Dr, 2208 Elmington Cr, Virginia Beach, VA 23454 & 1321 Kasba Ct, Virginia Beach, VA 23464.

**REVOLVING LINE OF CREDIT.** This Deed of Trust secures the Indebtedness including, without limitation, a revolving line of credit, under which Lender may make advances to Grantor so long as Grantor complies with all the terms of the Note.

**FUTURE ADVANCES.** In addition to the amounts specified in the Note, this Deed of Trust also secures future advances.

Grantor presently, absolutely, and irrevocably assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

**DEED OF TRUST  
(Continued)**

Loan No: 38078

Page 11

of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Trustee or Lender to enforce Grantor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust.

**Lender.** The word "Lender" means Gateway Bank & Trust Co., its successors and assigns.

**Note.** The word "Note" means the promissory note dated December 6, 2005, in the original principal amount of \$740,000.00 from Grantor to Lender, together with all modifications of and renewals, replacements, and substitutions for the promissory note or agreement. The maturity date of the Note is December 6, 2006. **NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**

**Personal Property.** The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

**Property.** The word "Property" means collectively the Real Property and the Personal Property.

**Real Property.** The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

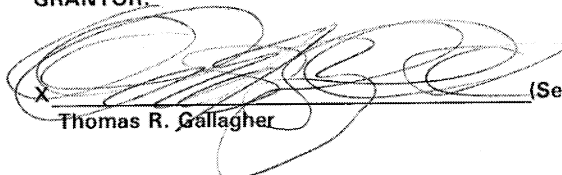
**Rents.** The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

**Trustee.** The word "Trustee" means Steven C. Layden, whose address is 4460 Corporation Lane Suite 100, Virginia Beach, VA 23462 and any substitute or successor trustees. If more than one person is named as trustee, the word "Trustee" means each such person.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND GRANTOR AGREES TO ITS TERMS.**

**THIS DEED OF TRUST IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS DEED OF TRUST IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.**

GRANTOR:

  
X \_\_\_\_\_ (Seal)  
Thomas R. Gallagher



**DEED OF TRUST  
(Continued)**

Loan No: 38078

Page 12

**INDIVIDUAL ACKNOWLEDGMENT**

STATE OF Virginia )  
 ) SS  
 City ~~COUNTY~~ OF Virginia Beach )

On this day before me, the undersigned Notary Public, personally appeared **Thomas R. Gallagher**, to me known to be the individual described in and who executed the Deed of Trust, and acknowledged that he or she signed the Deed of Trust as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 6th day of December, 2005.

By *Donald Lee* Residing at Virginia Beach  
 Notary Public in and for Virginia My commission expires 7/31/09

PROPERTY DESCRIPTION

PARCEL ONE:

ALL THAT certain lot, piece or parcel of land, with the buildings and improvements thereon, lying, being and situate in the City of Virginia Beach, Virginia, and being known, numbered and designated as Lot 15, in Block A, as shown on that certain plat entitled, "Subdivision of GLENWOOD, Phase One, Kempsville Borough, Virginia Beach, Virginia", which said plat is duly recorded in the Clerk's Office of the Circuit Court of the City of Virginia Beach in Deed Book 2504 at pages 1462 through 1465 and Deed Book 2527 at page 951.

It being the same property conveyed to THOMAS R GALLAGHER, homme sole, by deed from Gallagher Construction Corp., dated August 26, 1986, and filed for record September 3, 1986, in Deed Book 2539, page 400.

PARCEL TWO:

ALL THAT certain lot, piece or parcel of land, with the buildings and improvements thereon, lying, being and situate in the City of Virginia Beach, Virginia, and being known, numbered and designated as Lot 370, as shown on that certain plat entitled, "Subdivision of Red Mill Farm, Section 6, Princess Anne Borough, Virginia Beach, Virginia", which said plat is duly recorded in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia, in Map Book 172 at Pages 37.

It being the same property conveyed to THOMAS R. GALLAGHER, homme sole, by deed from Gallagher Construction Corp., a Virginia Corporation, dated June 20, 1985, and filed for record July 1, 1985, in Deed Book 2422, page 2083.

Continued

Continued

PARCEL THREE:

ALL THAT certain lot, piece or parcel of land, with the buildings and improvements thereon and appurtenances thereunto belonging, lying, situate and being in the City of Virginia Beach, Virginia, being known, numbered and designated as Lot 48, Block E, as shown on that certain plat entitled, "Subdivision of OCEAN LAKES, Phase One-Section Two, Princess Anne Borough, Virginia Beach, Virginia", in Deed Book 2458, at pages 2180-2182.

It being the same property conveyed to THOMAS R GALLAGHER, homme sole, by deed from Gallagher Construction Corp., a Virginia Corp., dated September 10, 1987, and filed for record September 11, 1987, in Deed Book 2672, page 615.

PARCEL FOUR:

ALL THAT certain lot, piece or parcel of land, with the buildings and improvements thereon and the appurtenances thereunto belonging, lying, situate and being in the City of Virginia Beach, Virginia, being known, numbered and designated as Lot 39, Block E, as shown on that certain plat entitled, "Subdivision of OCEAN LAKES, Phase One-Section Two, Princess Anne Borough, Virginia Beach, Virginia", which said plat is duly recorded in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia in Deed Book 2458, at pages 2180 through 2182.

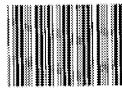
It being the same property conveyed to THOMAS R GALLAGHER, homme sole, by deed from Gallagher Construction Corp., a Virginia Corp., dated September 10, 1987, and filed for record September 11, 1987, in Deed Book 2672, page 619.



20051219002030580 Pg. 1 OF 10  
 City of Virginia Beach  
 12/19/2005 02:17:14 PM ASSIGN  
 Tina E. Sinnen, Clerk

**FOR RECORDER'S USE ONLY**

This ASSIGNMENT OF RENTS prepared by: Gateway Bank & Trust Co.



\*0115\*

GPINS: 1475-10-6801-0000  
 2414-36-3427-0000  
 2415-51-0043-0000  
 2415-41-8313-0000

**ASSIGNMENT OF RENTS**

THIS ASSIGNMENT OF RENTS dated December 6, 2005, is made and executed between Thomas R. GALLAGHER, whose address is 2449 Haversham Cr, Virginia Beach, VA 23454 (referred to below as "Grantor") and Gateway Bank & Trust Co., whose address is 1580 LASKIN ROAD, VIRGINIA BEACH, VA (referred to below as "Lender").

**ASSIGNMENT.** For valuable consideration, Grantor hereby assigns, grants a continuing security interest in, and conveys to Lender all of Grantor's right, title, and interest in and to the Rents from the following described Property located in the City of Virginia Beach, Commonwealth of Virginia:

See Exhibit "A", which is attached to this Assignment and made a part of this Assignment as if fully set forth herein.

The Property or its address is commonly known as 1225 Mullholand Ct, 1825 Mullholand Dr, 2208 Elmington Cr, Virginia Beach, VA 23454 & 1321 Kasba Ct, Virginia Beach, VA 23464.

**REVOLVING LINE OF CREDIT.** This Assignment secures the indebtedness including, without limitation, a revolving line of credit, under which Lender may make advances to Grantor so long as Grantor complies with all the terms of the Note.

**FUTURE ADVANCES.** In addition to the amounts specified in the Note, this Assignment also secures future advances.

THIS ASSIGNMENT IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF GRANTOR UNDER THE NOTE, THIS

RECEIVED  
 VIRGINIA BEACH CIRCUIT CT  
 2005 DEC 15 PM 1:10  
 TINA E. SINNEN, CLERK

**ASSIGNMENT OF RENTS  
(Continued)**

Loan No: 38078

Page 2

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**ASSIGNMENT, AND THE RELATED DOCUMENTS. THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:**

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Assignment or any Related Documents, Grantor shall pay to Lender all amounts secured by this Assignment as they become due, and shall strictly perform all of Grantor's obligations under this Assignment. Unless and until Lender exercises its right to collect the Rents as provided below and so long as there is no default under this Assignment, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents, provided that the granting of the right to collect the Rents shall not constitute Lender's consent to the use of cash collateral in a bankruptcy proceeding.

**GRANTOR'S REPRESENTATIONS AND WARRANTIES.** Grantor warrants that:

**Ownership.** Grantor is entitled to receive the Rents free and clear of all rights, loans, liens, encumbrances, and claims except as disclosed to and accepted by Lender in writing.

**Right to Assign.** Grantor has the full right, power and authority to enter into this Assignment and to assign and convey the Rents to Lender.

**No Prior Assignment.** Grantor has not previously assigned or conveyed the Rents to any other person by any instrument now in force.

**No Further Transfer.** Grantor will not sell, assign, encumber, or otherwise dispose of any of Grantor's rights in the Rents except as provided in this Assignment.

**LENDER'S RIGHT TO RECEIVE AND COLLECT RENTS.** Lender shall have the right at any time, and even though no default shall have occurred under this Assignment, to collect and receive the Rents. For this purpose, Lender is hereby given and granted the following rights, powers and authority:

**Notice to Tenants.** Lender may send notices to any and all tenants of the Property advising them of this Assignment and directing all Rents to be paid directly to Lender or Lender's agent.

**Enter the Property.** Lender may enter upon and take possession of the Property; demand, collect and receive from the tenants or from any other persons liable therefor, all of the Rents; institute and carry on all legal proceedings necessary for the protection of the Property, including such proceedings as may be necessary to recover possession of the Property; collect the Rents and remove any tenant or tenants or other persons from the Property.

**Maintain the Property.** Lender may enter upon the Property to maintain the Property and keep the same in repair; to pay the costs thereof and of all services of all employees, including their equipment, and of all continuing costs and expenses of maintaining the Property in proper repair and condition, and also to pay all taxes, assessments and water utilities, and the premiums on fire and other insurance effected by Lender on the Property.

**Compliance with Laws.** Lender may do any and all things to execute and comply with the laws of the Commonwealth of Virginia and also all other laws, rules, orders, ordinances and requirements of all other governmental agencies affecting the Property.

**Lease the Property.** Lender may rent or lease the whole or any part of the Property for such term or terms and on such conditions as Lender may deem appropriate.

**Employ Agents.** Lender may engage such agent or agents as Lender may deem appropriate, either in Lender's name or in Grantor's name, to rent and manage the Property, including the collection

**ASSIGNMENT OF RENTS  
(Continued)**

Loan No: 38078

Page 3

and application of Rents.

**Other Acts.** Lender may do all such other things and acts with respect to the Property as Lender may deem appropriate and may act exclusively and solely in the place and stead of Grantor and to have all of the powers of Grantor for the purposes stated above.

**No Requirement to Act.** Lender shall not be required to do any of the foregoing acts or things, and the fact that Lender shall have performed one or more of the foregoing acts or things shall not require Lender to do any other specific act or thing.

**APPLICATION OF RENTS.** All costs and expenses incurred by Lender in connection with the Property shall be for Grantor's account and Lender may pay such costs and expenses from the Rents. Lender, in its sole discretion, shall determine the application of any and all Rents received by it; however, any such Rents received by Lender which are not applied to such costs and expenses shall be applied to the Indebtedness. All expenditures made by Lender under this Assignment and not reimbursed from the Rents shall become a part of the Indebtedness secured by this Assignment, and shall be payable on demand, with interest at the Note rate from date of expenditure until paid.

**FULL PERFORMANCE.** If Grantor pays all of the Indebtedness when due and otherwise performs all the obligations imposed upon Grantor under this Assignment, the Note, and the Related Documents, Lender shall execute and deliver to Grantor a suitable satisfaction of this Assignment and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Property. Any termination fee required by law shall be paid by Grantor, if permitted by applicable law.

**LENDER'S EXPENDITURES.** If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Assignment or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Assignment or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Rents or the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Assignment also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

**DEFAULT.** Each of the following, at Lender's option, shall constitute an Event of Default under this Assignment:

**Payment Default.** Grantor fails to make any payment when due under the Indebtedness.

**Other Defaults.** Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Assignment or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

**ASSIGNMENT OF RENTS  
(Continued)**

Loan No: 38078

Page 4

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**Default on Other Payments.** Failure of Grantor within the time required by this Assignment to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Assignment or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

**Defective Collateralization.** This Assignment or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

**Death or Insolvency.** The death of any Grantor, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

**Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against the Rents or any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

**Property Damage or Loss.** The Property is lost, stolen, substantially damaged, sold, or borrowed against.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness. In the event of a death, Lender, at its option, may, but shall not be required to, permit the guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure any Event of Default.

**Adverse Change.** A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

**Insecurity.** Lender in good faith believes itself insecure.

**Cure Provisions.** If any default, other than a default in payment is curable and if Grantor has not been given a notice of a breach of the same provision of this Assignment within the preceding twelve (12) months, it may be cured if Grantor, after receiving written notice from Lender demanding cure of such default: (1) cures the default within ten (10) days; or (2) if the cure requires more than ten (10) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable

**ASSIGNMENT OF RENTS  
(Continued)**

Loan No: 38078

Page 5

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and necessary steps sufficient to produce compliance as soon as reasonably practical.

**RIGHTS AND REMEDIES ON DEFAULT.** Upon the occurrence of any Event of Default and at any time thereafter, Lender may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

**Accelerate Indebtedness.** Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

**Collect Rents.** Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender shall have all the rights provided for in the Lender's Right to Receive and Collect Rents Section, above. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

**Appoint Receiver.** Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

**Other Remedies.** Lender shall have all other rights and remedies provided in this Assignment or the Note or by law.

**Election of Remedies.** Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Assignment, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

**Attorneys' Fees; Expenses.** If Lender institutes any suit or action to enforce any of the terms of this Assignment, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court



**ASSIGNMENT OF RENTS  
(Continued)**

Loan No: 38078

Page 6

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costs, in addition to all other sums provided by law.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Assignment:

**Amendments.** This Assignment, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Assignment. No alteration of or amendment to this Assignment shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Caption Headings.** Caption headings in this Assignment are for convenience purposes only and are not to be used to interpret or define the provisions of this Assignment.

**Governing Law.** This Assignment will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the Commonwealth of Virginia without regard to its conflicts of law provisions. This Assignment has been accepted by Lender in the Commonwealth of Virginia.

**Merger.** There shall be no merger of the interest or estate created by this assignment with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

**Interpretation.** (1) In all cases where there is more than one Borrower or Grantor, then all words used in this Assignment in the singular shall be deemed to have been used in the plural where the context and construction so require. (2) If more than one person signs this Assignment as "Grantor," the obligations of each Grantor are joint and several. This means that if Lender brings a lawsuit, Lender may sue any one or more of the Grantors. If Borrower and Grantor are not the same person, Lender need not sue Borrower first, and that Borrower need not be joined in any lawsuit. (3) The names given to paragraphs or sections in this Assignment are for convenience purposes only. They are not to be used to interpret or define the provisions of this Assignment.

**No Waiver by Lender.** Lender shall not be deemed to have waived any rights under this Assignment unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Assignment shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Assignment. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Assignment, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

**Notices.** Any notice required to be given under this Assignment shall be given in writing, and shall be effective when actually delivered, if hand delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Assignment. Any party may change its address for notices under this Assignment by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given

**ASSIGNMENT OF RENTS  
(Continued)**

Loan No: 38078

Page 7

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by Lender to any Grantor is deemed to be notice given to all Grantors.

**Powers of Attorney.** The various agencies and powers of attorney conveyed on Lender under this Assignment are granted for purposes of security and may not be revoked by Grantor until such time as the same are renounced by Lender.

**Severability.** If a court of competent jurisdiction finds any provision of this Assignment to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Assignment. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Assignment shall not affect the legality, validity or enforceability of any other provision of this Assignment.

**Successors and Assigns.** Subject to any limitations stated in this Assignment on transfer of Grantor's interest, this Assignment shall be binding upon and inure to the benefit of the parties, their heirs, personal representatives, successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Assignment and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Assignment or liability under the Indebtedness.

**Time is of the Essence.** Time is of the essence in the performance of this Assignment.

**HOMESTEAD WAIVER.** Grantor waives the benefit of Grantor's homestead exemption as to the Property described in this Assignment.

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Assignment. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Assignment shall have the meanings attributed to such terms in the Uniform Commercial Code:

**Assignment.** The word "Assignment" means this ASSIGNMENT OF RENTS, as this ASSIGNMENT OF RENTS may be amended or modified from time to time, together with all exhibits and schedules attached to this ASSIGNMENT OF RENTS from time to time.

**Borrower.** The word "Borrower" means Thomas R. Gallagher.

**Default.** The word "Default" means the Default set forth in this Assignment in the section titled "Default".

**Event of Default.** The words "Event of Default" mean any of the events of default set forth in this Assignment in the default section of this Assignment.

**Grantor.** The word "Grantor" means Thomas R. Gallagher.

**Guaranty.** The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

**Indebtedness.** The word "Indebtedness" means all principal, interest, and other amounts, costs and

**ASSIGNMENT OF RENTS  
(Continued)**

Loan No: 38078

Page 8

expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Assignment, together with interest on such amounts as provided in this Assignment.

**Lender.** The word "Lender" means Gateway Bank & Trust Co., its successors and assigns.

**Note.** The word "Note" means the promissory note dated December 6, 2005, in the original principal amount of \$740,000.00 from Grantor to Lender, together with all modifications of and renewals, replacements, and substitutions for the promissory note or agreement.

**Property.** The word "Property" means all of Grantor's right, title and interest in and to all the Property as described in the "Assignment" section of this Assignment.

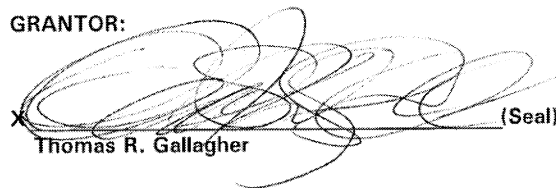
**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

**Rents.** The word "Rents" means all of Grantor's present and future rights, title and interest in, to and under any and all present and future leases, including, without limitation, all rents, revenue, income, issues, royalties, bonuses, accounts receivable, cash or security deposits, advance rentals, profits and proceeds from the Property, and other payments and benefits derived or to be derived from such leases of every kind and nature, whether due now or later, including without limitation Grantor's right to enforce such leases and to receive and collect payment and proceeds thereunder.

**THE UNDERSIGNED ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT. THIS DOCUMENT IS EXECUTED ON DECEMBER 6, 2005.**

**THIS ASSIGNMENT IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS ASSIGNMENT IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.**

GRANTOR:

X  (Seal)  
Thomas R. Gallagher

ASSIGNMENT OF RENTS  
(Continued)

Loan No: 38078

Page 9

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Virginia )  
 ) SS  
City ~~XXXX~~ COUNTY OF Virginia Beach )

On this day before me, the undersigned Notary Public, personally appeared **Thomas R. Gallagher**, to me known to be the individual described in and who executed the ASSIGNMENT OF RENTS, and acknowledged that he or she signed the Assignment as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 6th day of December, 20 05.

By  Residing at Virginia Beach  
Notary Public in and for Virginia My commission expires 7/31/09

PROPERTY DESCRIPTION

PARCEL ONE:

ALL THAT certain lot, piece or parcel of land, with the buildings and improvements thereon, lying, being and situate in the City of Virginia Beach, Virginia, and being known, numbered and designateds as Lot 15, in Block A, as shown on that certain plat entitled, "Subdivision of GLENWOOD, Phase One, Kempsville Borough, Virginia Beach, Virginia", which said plat is duly recorded in the Clerk's Office of the Circuit Court of the City of Virginia Beach in Deed Book 2504 at pages 1462 through 1465 and Deed Book 2527 at page 951.

PARCEL TWO:

ALL THAT certain lot, piece or parcel of land, with the buildings and improvements thereon, lying, being and situate in the City of Virginia Beach, Virginia, and being known, numbered and designated as Lot 370, as shown on that certain plat entitled, "Subdivision of Red Mill Farm, Section 6, Princess Anne Borough, Virginia Beach, Virginia", which said plat is duly recorded in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia, in Map Book 172 at Pages 37.

PARCEL THREE:

ALL THAT certain lot, piece or parcel of land, with the buildings and improvements thereon and appurtenances thereunto belonging, lying, situate and being in the City of Virginia Beach, Virginia, being known, numbered and designated as Lot 48, Block E, as shown on that certain plat entitled, "Subdivision of OCEAN LAKES, Phase One-Section Two, Princess Anne Borough, Virginia Beach, Virginia", in Deed Book 2458, at pages 2180-2182.

PARCEL FOUR:

ALL THAT certain lot, piece or parcel of land, with the buildings and improvements thereon and the appurtenances thereunto belonging, lying, situate and being in the City of Virginia Beach, Virginia, being known, numbered and designated as Lot 39, Block E, as shown on that certain plat entitled, "Subdivision of OCEAN LAKES, Phase One-Section Two, Princess Anne Borough, Virginia Beach, Virginia", which said plat is duly recorded in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia in Deed Book 2458, at pages 2180 through 2182.

**DEED OF APPOINTMENT OF SUBSTITUTE TRUSTEE**

**THIS DEED OF APPOINTMENT OF SUBSTITUTE TRUSTEE** is made as of this 19<sup>th</sup> day of May, 2016, by **THE BANK OF HAMPTON ROADS, successor in interest by merger to Gateway Bank & Trust Co.**, (“Secured Party” and “Grantor” for indexing purposes) to **PENDER & COWARD, P.C.**, whose principal office address is 222 Central Park Avenue, Suite 400, Virginia Beach, VA 23462 (“Substitute Trustee” and “Grantee” for indexing purposes), under the hereinafter described credit line deed of trust from **THOMAS R. GALLAGHER** (“Owner” and “Grantor” for indexing purposes) to **STEVEN C. LAYDEN** as Trustee (“Trustee” and “Grantor” for indexing purposes).

**RECITALS:**

A. By Credit Line Deed of Trust dated December 6, 2005, recorded in the Clerk’s Office of the Circuit Court of the City of Virginia Beach, Virginia, as Instrument No. 20051219002030670, in the aforesaid Clerk’s Office (“Deed of Trust”), Thomas R. Gallagher conveyed certain property in the City of Virginia Beach, Virginia, more particularly described in the Deed of Trust (the “Property”) to the Trustee, in trust, to secure an indebtedness evidenced by a Note in the original principal amount of Seven Hundred Forty Thousand and 00/100 Dollars (\$740,000.00) dated December 6, 2005, from Thomas R. Gallagher to Gateway Bank & Trust Co. (the “Note”).


GPINS: 2415-41-8313-0000  
2414-36-3427-0000  
1475-10-6801-0000

Prepared by and after recording return to:

Glen W. Thompson, Esquire (VSB #22403)

Pender & Coward, P.C.

222 Central Park Avenue, Suite 400, Virginia Beach, Virginia 23462-3026

  
20160526000446030 1/3  
City of Virginia Beach  
05/26/2016  
02:44:15 PM SUBTR  
Tina E. Sinnen, Clerk

VIRGINIA BEACH CIRCUIT CT  
2016 MAY 26 PM 2:44  
TINA E. SINNEN, CLERK

B. The Bank of Hampton Roads, successor in interest by merger to Gateway Bank & Trust Co. is the holder of the Note.

C. Pursuant to §55-59(9) of the Code of Virginia, 1950, as amended, and per the express terms of the Deed of Trust, the Secured Party has the right and power to appoint by an instrument recorded wherever the Deed of Trust is recorded, a trustee or trustees to serve in the place and stead of trustee under the Deed of Trust.

D. Secured Party desires to appoint a substitute trustee to serve under the Deed of Trust in the place and stead of the Trustee.

**NOW, THEREFORE,** Secured Party, being the beneficiary of the Note secured by the Deed of Trust, hereby appoints Pender & Coward, P.C., whose principal office is located in Virginia Beach, Virginia, as Substitute Trustee under the Deed of Trust to serve in the place and stead of the Trustee, and said Substitute Trustee shall be vested with all the same powers, rights, title, authority, duties and responsibilities as the Trustee under the Deed of Trust and the applicable laws.

Further, the undersigned warrants to the said Substitute Trustee that the undersigned has not transferred, conveyed or hypothecated the Note secured by the said Deed of Trust and agrees to hold harmless and indemnify the said Substitute Trustee, their successors and/or assigns, should the original Deed of Trust Note be lost or misplaced and claim be made against them by reason of claimed ownership by some person or entity other than the undersigned.

IN WITNESS WHEREOF, Secured Party has caused this Appointment of Substitute Trustee to be executed by its duly authorized officer as of the date first hereinabove written.

**THE BANK OF HAMPTON ROADS  
Successor in Interest by Merger to  
Gateway Bank & Trust Co.**

By: *David A. Clark*

Name: DAVID A. CLARK

Its SA. VICE PRES.

**STATE OF VIRGINIA**

**CITY OF** Virginia Beach, to-wit:

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of May, <sup>2016</sup>~~2015~~ by David A. Clark, Its S.V.P., on behalf of The Bank of Hampton Roads, successor in interest by merger to Gateway Bank & Trust Co.

*J. Laughlan* (SEAL)  
Notary Public

*I was commissioned as Jacqueline Laughlan*

My Commission Expires: 3-31-2017

Registration No. 7255807





20131001001169010 1/1  
City of Virginia Beach  
10/01/2013  
07:56:45 AM JDG NF  
Tina E. Sinnen, Clerk

No. CL 13-5106

**CONFESSION OF JUDGMENT  
CERTIFICATE OF CLERK**

Va. Code §§ 8.01-431, 8.01-433, 8.01-436,

In the Clerk's Office of the Circuit Court of Virginia Beach, Virginia

**CONFESSION OF JUDGMENT**

CREDITOR(S):

R.G. Moore Building Corporation

DEBTOR(S):

Thomas R. Gallagher

SERVE: 2449 Haversham Close

Virginia Beach, VA 23454

I/we, the above-named debtor(s), acknowledge myself/ourselves, to be justly indebted to, and do confess judgment in favor of, the above-named creditor(s) in the sum of \$ 275,000.00 ( Two hundred seventy-five thousand dollars) together with interest thereon at the rate of 8.00 % from 10/01/08 until paid and cost of this proceeding (including the attorney's fees and collection fees provided for in the instrument on which the proceeding is based) hereby waiving my/our homestead exemptions as to the same, provided the instrument on which the proceeding is based carries such homestead waiver.

Given under my/our hand(s) this day.

9/25/13

DATE

Thomas R. Gallagher

(seal)

\_\_\_\_\_ (seal)

COSTS STATEMENT

Jeffrey T. Talbert

(seal)

\$ \_\_\_\_\_ Writ Tax

(seal)

\$ \_\_\_\_\_ Clerk's Fees

by

Jeffrey T. Talbert

(seal)

ATTORNEY IN FACT

\$ \_\_\_\_\_ Docketing Fee

\$ \_\_\_\_\_ Tech Trust Fund Fee

\$ \_\_\_\_\_ Sheriff's Fee

Power of Attorney in Debt Instrument

\$ \_\_\_\_\_ Registered/Certified Mail

Separate Power of Attorney Document

\$ \_\_\_\_\_ Legal Aid/Indigent Defense Fee

Appointment of Substitute Attorney-in-fact

\$ \_\_\_\_\_ Courthouse Construction Fee

recorded on 9/25/13

DATE

\$ \_\_\_\_\_ Law Lib/Courthouse

Maintenance Fee

Instrument No. 20130925001150510

\$ \_\_\_\_\_ Court Technology Fee

Deed Book/Page No. \_\_\_\_\_

**CERTIFICATE OF CLERK**

The foregoing judgment was confessed before me in my office on the date and time shown below and entered of record, also as shown below:

09.25.2013 10:08 A.M.

DATE AND TIME OF CONFESSION

Order Book No. \_\_\_\_\_ Page No. \_\_\_\_\_

Instrument No. \_\_\_\_\_

Attached to this Judgment of Confession are:

- Debt instrument containing a Power of Attorney
- Separate Power of Attorney
- Separate Debt Instrument

TINA E. SINNEN

Clerk

Brittany Matthews

DEFERRED TO BE A TRUE COPY  
OF RECORD IN MY CUSTODY

TINA E. SINNEN, CLERK

CIRCUIT COURT, VIRGINIA BEACH

BY Brittany Matthews

DEPUTY CLERK

SEE NOTICE TO DEBTOR ON PAGE TWO OF TWO

VIRGINIA: IN THE CIRCUIT COURT FOR THE CITY OF VIRGINIA BEACH


TOWNE BANK,

Plaintiff,

v.

Case No.: CL14-551

GALLAGHER CONSTRUCTION CORP.  
Attn: Thomas R. Gallagher, President  
1340 N. Great Neck Road, #1272-313  
Virginia Beach, VA 23454

  
20141006000942990 1/2  
City of Virginia Beach  
10/06/2014  
09:58:20 AM JDG NF  
Tina E. Sinnen, Clerk

and

THOMAS R. GALLAGHER,  
2449 Haversham Close  
Virginia Beach, VA 23454

Defendants.

### ORDER OF JUDGMENT

THIS CAUSE came before the Court this day for trial on its merits, and it appearing to the Court that:

1. Towne Bank filed this action on or about February 10, 2014, seeking judgment against the Defendants in the total amount of \$399,622.79, its attorney's fees and costs herein expended, plus interest at the legal rate of six percent (6%) per annum from the date of judgment until paid.

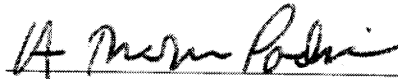
2. On or about March 20, 2014, Defendants filed their Answer to the Complaint.

3. On or about August 29, 2014, Plaintiff filed a Motion to Bar Evidence and Testimony of Defendants for failure to properly and adequately respond to Plaintiff's discovery. Same was heard by the Court on September 26, 2014, and the Court granted Plaintiff's Motion.

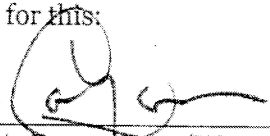
4. That Plaintiff has provided evidence that Defendants are justly indebted to the Plaintiff in the amount of \$399,622.70.

It is therefore **ORDERED** that TOWNE BANK recover of and have judgment against GALLAGHER CONSTRUCTION CORP. and THOMAS R. GALLAGHER, jointly and severally, in the amount of \$399,622.79, its attorney's fees of \$16,560.50 and costs of \$477.50 herein expended, plus interest at the legal rate of six percent (6%) per annum from the date of judgment until paid.


ENTER: 10-3-2014

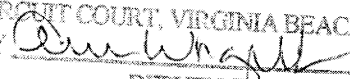
  
\_\_\_\_\_  
JUDGE

I ask for this:

  
\_\_\_\_\_  
Carl A. Eason, Esq. (VSB #18636)  
WOLCOTT RIVERS GATES  
301 Bendix Road, Suite 500  
Virginia Beach, VA 23452  
(757) 497-6633  
Fax: (757) 497-7267  
[eason@wolriv.com](mailto:eason@wolriv.com)  
Counsel for Towne Bank

Seen and agreed:

  
\_\_\_\_\_  
W. Greer McCreedy, II  
The McCreedy Law Group, PLLC  
413 W York Street  
Norfolk, VA 23510  
(757) 233-0045  
Fax: (757) 233-7661  
[mccreedy@mccreedylaw.com](mailto:mccreedy@mccreedylaw.com)  
Counsel for Defendants

CERTIFIED TO BE A TRUE COPY  
OF RECORD IN MY CUSTODY  
TINA E. SIMMEN, CLERK  
CIRCUIT COURT, VIRGINIA BEACH, VA  
BY   
DEPUTY CLERK

VIRGINIA BEACH GENERAL DISTRICT COURT

PLAINTIFF(S)

V


DEFENDANT(S)

AMERICAN EXPRESS CENTURION BANK  
948 CLOPPER RD 2ND FLOOR  
GAITHERSBURG, MD 20878

NO SSN  
NO DOB

THOMAS GALLAGHER  
AKA THOMAS R GALLAGHER  
2449 HAVERSHAM CLOSE  
VA BEACH, VA 23454

NO SSN  
NO DOB

  
20150410000315570 1/1  
City of Virginia Beach  
04/10/2015  
09:37:16 AM JDG JD  
Tina E. Sinnen, Clerk

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: 01/23/15

AMOUNT OF JUDGMENT: \$11,783.93

OTHER AMOUNT: \$0.00

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

ALTERNATE VALUE OF SPECIFIC PROPERTY AWARDED: N/A

INTEREST: 0% FROM DOJ

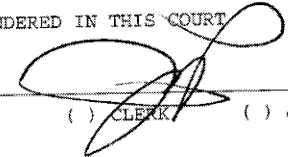
COSTS: \$56.00 ATTORNEY'S FEES:

ATTORNEY: ZWICKER & ASSOCIATES

OTHER AWARDED:

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

02/23/15  
DATE

  
( ) CLERK ( ) JUDGE

PREPARED BY:

Minnie G. Chappell  
Collateral Release Specialist

20121219001448920 1/1  
City of Virginia Beach  
12/19/2012  
10:29:04 AM SAT  
Tina E. Sinnen, Clerk

**CERTIFICATE OF PARTIAL SATISFACTION**

COMMONWEALTH OF VIRGINIA VA. CODE §§ 55-66.3 to 55-66.6

Virginia Beach

Circuit Court

is the location of the following record referenced by this certificate:

December 6, 2005			20051219002030570
DATE, DEED OF TRUST/MORTGAGE/OTHER LIEN	DEED BOOK NO.	PAGE NO.	INSTRUMENT NO.
24155100430000	or		
TAX MAP REFERENCE NUMBER		PARCEL IDENTIFICATION NUMBER	

Thomas R. Gallagher  
NAME(S) OF GRANTOR(S)

Steven C. Layden  
NAME(S) OF TRUSTEE(S)

Maker(s) of Note(s), Bond(s) or other Evidence(s) of Debt       Grantee(s) if no Separate Evidence(s) of Debt

December 6, 2005	\$	740,000.00
DATE(S) OF NOTE(S)		AMOUNTS AND TOTAL OF NOTE(S)

The lien of the above-mentioned deed of trust, mortgage or other lien securing the above-mentioned note is released insofar as it is applicable to

1825 Mullholand Dr., Virginia Beach, VA 23454

DESCRIPTION OF PROPERTY

recorded in deed book ..... at page ..... or instrument no. .... in the clerk's office of this court.

The undersigned is/are the legal holder(s) of the obligation, note, bond or other evidence of debt secured by said deed of trust, mortgage or other lien.

December 7, 2012  
DATE

*Minnie G. Chappell*

Minnie G. Chappell  
Collateral Release Specialist

*Gateway Bank + Trust Co.*

HOLDER OF NOTE(S), BOND(S) OR OTHER EVIDENCE(S) OF DEBT

City  County of Pasquotank State  Commonwealth of North Carolina

The foregoing instrument was subscribed and sworn to/affirmed before me this 7<sup>th</sup> day

of December, 20 12

by Minnie Chappell

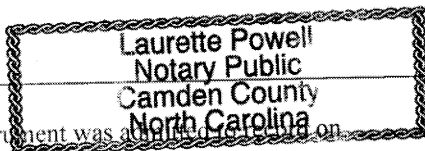
HOLDER OF NOTE(S), BOND(S) OR OTHER EVIDENCE(S) OF DEBT

*Laurette Powell*

PRINTED NAME OF NOTARY PUBLIC

*Laurette Powell*  
SIGNATURE OF NOTARY PUBLIC  
(My commission expires November 28, 2015)

Registration No. 201033300050



This instrument was signed on \_\_\_\_\_ at \_\_\_\_\_ m.

DATE

TIME

\_\_\_\_\_, Clerk by \_\_\_\_\_

\_\_\_\_\_, Deputy Clerk

# 38078