

In the Superior Court of Gordon County

State of Georgia

FILED
Clerk Superior Ct., Gordon County

MAY 17 2010

Brian Brannon
Clerk

Bartow County Bank

Plaintiff

v.

C.A. No. 10-CV-55929

Tich Hospitality, LLC, Tich Properties,
LLC, John T. Graves, Jr. and William
M Rogers, IV

Defendants

Complaint

Comes Now, Bartow County Bank, "Lender", who amends its Complaint in the entirety pursuant to O.C.G.A. § 9-11-15 and who shows this honorable court as follows:

Count 1

1. Lender is a Georgia banking corporation with its principal offices in Cartersville, Bartow County, Georgia.
2. Tich Hospitality, LLC is a Georgia limited liability company with its principal offices at 1510 Red Bud Road, Calhoun, Georgia 30701 and is subject to the jurisdiction of this Court. It may be served with service of process by second

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original on its registered agent Lane Haley at 101 N. Hamilton Street, Dalton, GA 30722.

3. Tich Properties, LLC is a Georgia limited liability company with its principal offices at 1510 Red Bud Road, Calhoun, Georgia 30701 and is subject to the jurisdiction of this Court. It may be served with service of process by service upon member John T. Graves, Jr. at his residential address at 475 Craig Road, Ranger, GA 30734.

4. John T. Graves, Jr. is subject to the jurisdiction of this Court and he may be served with service of process at his residence at 475 Craig Road, Ranger, GA 30734.

5. William M. Rogers, IV may be served with service of process by second original at his residence at 418 Beechwood Lane, Woodstock, GA 30189.

6. All of the Defendants are co-obligors to the Lender and jurisdiction and venue is proper in this Court.

7. On January 21, 2009, Tich Hospitality, LLC executed and delivered its promissory note to Lender in the principal amount of \$ 2,252,989, the "Note", and Lender lent Tich Hospitality, LLC \$2,252,989.00.

8. Defendants Tich Properties, LLC, Graves and Rogers executed and delivered their guaranties of the Note to Lender.

9. The Note is in default and despite demand made on all defendants, the Note is unpaid, and the Defendants owe Lender unpaid principal, accrued interest and accrued late fees of Two Million Two Hundred Fifty-two Thousand Three Hundred Sixty-seven and 2/100ths (\$2,252,367.02) Dollars though December 11, 2009 plus per diem interest of Three Hundred Nine and 91/100ths (\$309.91) Dollars for each day after December 11, 2009.

10. Both the note and the separate personal guaranties executed by each guarantor included a provision that the borrower and guarantors would pay the Bank's attorney's fees if the note was placed with an attorney for collection. You are notified, pursuant to O.C.G.A. § 13-1-11, that the Bank intends to enforce the provisions of the note and personal guaranties which requires the borrower and guarantors to pay all costs of collection, including reasonable attorney's fees of fifteen (15%) percent of the obligations outstanding under the note, unless the aforesaid amounts are paid in full within ten (10) days from the service of the Complaint upon each defendant.

Wherefore, Lender prays that it have judgment against the Defendants, jointly and severally, as follows:

(a) Two Million Two Hundred Fifty-two Thousand Three Hundred Sixty-seven and 2/100ths (\$2,252,367.02) Dollars though December 11, 2009 plus per diem interest of Three Hundred Nine and 91/100ths (\$309.91) Dollars for each day after December 11, 2009;

(b) attorney's fees of fifteen (15%) percent of the judgment amount; and

(c) the costs of this action.

Respectfully Submitted this ___ day of May, 2010.

Count 2

11. Plaintiff incorporates the allegations of Par.s 1 -10.

12. On June 12, 2009, Tich Hospitality, LLC was insolvent in that its liabilities exceeded its assets and it did not have the ability to pay its obligations as they matured.

13. On June 12, 2009, Defendant Graves had guaranteed the obligations of Tich Hospitality, LLC to Lender and Defendant Graves was insolvent in that his liabilities exceeded his assets and he was unable to pay his obligations as they matured.

14. On June 12, 2009, Defendant Graves made a fraudulent transfer as defined by O.C.G.A. § 18-2-74 and § 18-2-75 when he transferred the property described as Tracts 1 and 2 in the deed attached as Exhibit A to John Thomas Graves, Jr. and/or Julia Howard Graves as Trustees of the John Thomas Graves, Jr. and Julia


Howard graves Revocable Living trust dated July 2, 2007 for no consideration by deed recorded in Book 1598, Page 451 and recorded on June 16, 2009 in the deed records of Gordon County, Georgia.

15. The transfers made by Defendant Graves and identified in Par. 14 were made intentionally and with the intent to defraud Lender in the collection of the obligations owed by Defendant Graves to Lender so as to justify the imposition of punitive damages against Defendant Graves.

Wherefore, the Plaintiff prays that it have judgment as follows:

- (a) the transfer described in Par. 14 be set aside and title to Tracts 1 and 2 and described in Exhibit A be revested in Defendant Graves;
- (b) Lender have punitive damages from Defendant Graves in an amount to be determined by the enlightened conscience the jury;
- (c) Lender recover its reasonable attorney's fees; and
- (d) Lender recover the costs of this action;
- (e) Lender have trial by jury; and
- (f) such other and further relief as is necessary to make the Lender whole.

Law Offices of Edward Hine, Jr., P.C.

By: 
Edward Hine, Jr.
GA Bar No 355775

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Attorney for Bartow County Bank

Recorded 05/16/2009 10:30
Doc# GCD Rec# 274528
TRK ID: 064001030
Brian Brannon, C.S.C.
GORDON County, Ga
DEED BK: 1596 Pgs 451-452

Emancip. Trustee
This instrument prepared by:
Bary Boston, Attorney
P.O. Box 1444, Dalton, GA 30713

NO TITLE SEARCH
NO OPINION

QUIT CLAIM DEED

THIS INSTRUMENT, made the [2] day of [June] in the year 2009 between JOHN THOMAS GRAVES, JR. and JULIA HOWARD GRAVES as parties of the first part, hereinafter called GRANTOR, and JOHN THOMAS GRAVES, JR. and/or JULIA HOWARD GRAVES as TRUSTEES of the JOHN THOMAS GRAVES, JR. and JULIA HOWARD GRAVES REVOCABLE LIVING TRUST DATED JANUARY 2, 2007 as party of the second part, hereinafter called TRUSTEE (the words "Grantor" and "Trustee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that GRANTOR, for and in consideration of LOVE AND AFFECTION AND NOT FOR MONETARY OR OTHER CONSIDERATION, by these presents does hereby remise, convey and forever QUITCLAIM unto the SAID TRUSTEE all that certain land situate in Gordon County, State of Georgia, to wit:

PARCEL ONE: Parcel ID No. 115-022A

All that tract or parcel of land lying and being part of Land Lot 149 in the 24th District and 2nd Section of Gordon County, Georgia, and being more particularly described as 5.009 acres on a Plat of survey recorded in Plat Book 41, Page 167 in the office of the Clerk of the Superior Court of Gordon County, Georgia, to which said plat and record thereof reference is hereby made for a full and complete description of the lands herein conveyed. TOGETHER WITH an easement 20' in width from Craig Road to the subject property as shown on the above-referenced plat of survey. And the improvements known as 475 Craig Road, Ranger, GA 30734

Subject to any and all easements, covenants and/or restrictions of record and/or any and all governmental zoning regulations which may pertain to the above-described property.

Being the same lands conveyed to Grantor John Thomas Graves, Jr. by Warranty Deed dated March 7, 2003 of record in Deed Book 938, page 72, said Gordon County, Georgia records.

PARCEL TWO: Parcel ID No. 115-026

All that tract or parcel of land lying and being part of Land Lot 149 in the 24th District and 2nd Section of Gordon County, Georgia, and being more particularly described as 3.805 acres on a Plat of survey recorded in Plat Book 40, Page 275 in the office of the Clerk of the Superior Court of Gordon County, Georgia, to which said plat and record thereof reference is hereby made for a full and complete description of the lands herein conveyed. And the improvements known as 455 Craig Road, Ranger, GA 30734

Subject to any and all easements, covenants and/or restrictions of record and/or any and all governmental zoning regulations which may pertain to the above-described property.

Exhibit A

Being the same lands conveyed to Grantor John Thomas Graves, Jr. by Warranty Deed dated July 19, 2002 of record in Deed Book 552, page 441, said Gordon County, Georgia records.

PARCEL THREE: Parcel DATA 113-022

All that tract or parcel of land lying and being part of Land Lots 149 and 150 in the 24th District and 2nd Section of Gordon County, Georgia, and being more particularly described as Tract 1 containing 118.51 acres and Tract 2 containing 0.437 acres on a Plat of survey recorded in Plat Book 34, Page 14 in the office of the Clerk of the Superior Court of Gordon County, Georgia, to which said plat and record thereof reference is hereby made for a full and complete description of the lands herein conveyed. LESS AND EXCEPT the tracts described above as PARCEL ONE and PARCEL TWO.

Subject to any and all encumbrances, covenants and/or restrictions of record and/or any and all governmental zoning regulations which may pertain to the above-described property.

Being the same lands conveyed to Grantor Julia Howard Graves by Executor's Deed dated June 25, 1997 of record in Deed Book 516, page 80, said Gordon County, Georgia records.

THE GRANTEE/TRUSTEES HAVE A PRESENT POSSESSORY INTEREST IN THIS PROPERTY. THE TRUSTEES, individually and as Trustee, the SURVIVING TRUSTEE, individually and as Trustee, AND SUCCESSOR TRUSTEES HAVE FULL RIGHTS TO SELL OR ENCUMBER THE PROPERTY HEREIN SET FORTH.

IN WITNESS WHEREOF, this deed has been duly executed, sealed and delivered by Grantor the day and year first above written.

Signed, sealed and delivered in the presence of:

Bronck K. Bullard
Witness

[Signature]
JOHN THOMAS GRAVES, JR., Grantor (SEAL)

[Signature]
JULIA HOWARD GRAVES, Grantor (SEAL)

STATE OF GEORGIA, COUNTY OF GORDON

[Signature] (SEAL)
Notary Public
My Commission expires: 3-13-12



To Be Attached to First Amended Complaint in the following:

Bartow County Bank v. Tich Hospitality, LLC, Tich Properties, LLC, John T. Graves, Jr.
and William M. Roger, IV

Civil Action No: 10-CV-55929

VERIFICATION

FILED
Clerk Superior Ct, Gordon County

MAY 17 2010

Brian Brannon
Clerk

STATE OF GEORGIA,

COUNTY OF BARTOW:

Personally appeared before me, the undersigned attesting officer, duly authorized by law to administer oaths, ALAN BLACK, who, after first being duly sworn, deposes and states on oath that the information supplied in the foregoing FIRST AMENDED COMPLAINT are true and correct to the best of his knowledge.

This 17th day of May, 2010.

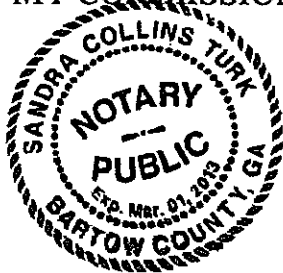
Alan W Black

ALAN BLACK

Sworn to and subscribed
before me this 12th
day of May, 2010.

Sandra Collins Turk
NOTARY PUBLIC

MY COMMISSION EXPIRES: 03/01/2013



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Tich Hospitality, LLC, Tich Properties,
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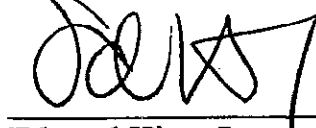
Defendants

Certificate of Service

I hereby certify that I am of counsel for the Plaintiff in the above matter and that I have served the Plaintiff's Second Amended Complaint by first class mail, postage prepaid to the following:

Mr. Simon Bloom
100 Peachtree Street
Suite 2140
Atlanta, GA 30303

This 12th day of May, 2010.



Edward Hine, Jr.
Ga. Bar No.: 355775

P.O. Box 5128
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(706) 291-1301 (Fax)