

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA**

VICTORIA SUTTON,

Plaintiff,

Case No. 4:19-CV-148-MHC

vs.

**FIRST AMENDED COMPLAINT
AND DEMAND FOR JURY TRIAL**

PATRICIA MCCOY, ALLEN
MCCOY, TERESA MCCOY, STEVE
MCCOY, SHEILA NICOLE
MCCOY, AND JENNIFER NICOLE
MCCOY

Defendants.

Plaintiff Victoria Sutton, by and through her undersigned attorneys, alleges as follows:

I. NATURE OF ACTION

1. In open defiance of federal and state fair housing and civil rights laws, Defendants Patricia and Allen McCoy evicted Plaintiff Victoria Sutton, a tenant in one of Defendants' rental properties, for one reason: Ms. Sutton had invited an African-American family to her home.

2. Using a series of threats and racial epithets, several of which were audio-recorded by Ms. Sutton, Defendants Patricia and Allen McCoy made their race-based decision to evict Ms. Sutton very clear. Additionally, Defendants

Patricia and Allen McCoy threatened to call the police and Child Protective Services, and to harm Ms. Sutton physically, if she attempted to contest the eviction. For the safety of her family, including her child with special needs, Ms. Sutton moved out of the home.

3. After Plaintiff Victoria Sutton filed the initial Complaint in this case, Defendants Patricia and Allen McCoy fraudulently conveyed five properties to their children or grandchildren, Defendants Teresa McCoy, Steve McCoy, Sheila Nicole McCoy, and Jennifer Nicole McCoy. The purpose of these conveyances was to conceal Defendants' assets and defraud Ms. Sutton should she be successful in her claims against Defendants Patricia and Allen McCoy.

4. Plaintiff Victoria Sutton seeks declaratory relief and damages to redress Defendants Patricia and Allen McCoy's unlawful housing discrimination based on race in violation of the Civil Rights Act of 1866, 42 U.S.C. §§ 1981 and 1982, the Fair Housing Act of 1968, as amended, 42 U.S.C. §§ 3601, et seq., and the Georgia Fair Housing Act, GA. CODE ANN. § 8-3-200 et seq.

5. Plaintiff Victoria Sutton seeks declaratory and injunctive relief and damages to redress Defendants' fraudulent conveyances in violation of the Georgia Uniform Voidable Transactions Act, Ga. Code Ann., §§ 18-2-70 *et seq.*

6. Ms. Sutton also asserts causes of action for breach of contract.

II. JURISDICTION AND VENUE

7. This Court has subject matter jurisdiction over Plaintiff's federal Civil Rights Act and Fair Housing Act claims pursuant to [28 U.S.C. § 1331](#) and [42 U.S.C. § 3613](#). This Court has supplemental jurisdiction over Plaintiff's Georgia state law claims pursuant to [28 U.S.C. § 1367](#).

8. Venue is proper in this District pursuant to [28 U.S.C. § 1391\(b\)](#) and [\(c\)](#) because Defendants are located in and conduct business in this District, the events or omissions giving rise to the claims herein occurred in this District, and the properties at issue are situated in this District.

III. PARTIES

Plaintiff

9. Plaintiff Victoria Sutton is a white female who resided at 226 Hensley Road, Adairsville, Bartow County, Georgia from around August 2017 until around December 2018. Ms. Sutton is now a resident of Calhoun, Gordon County, Georgia.

Defendants

10. Defendants Patricia McCoy and Allen McCoy reside in Gordon County, Georgia, and own or owned multiple rental properties in the area, including the house located at 226 Hensley Road, Adairsville, Bartow County,

Georgia, which they rented to Plaintiff Victoria Sutton from around August 2017 until around December 2018.

11. Defendants Teresa McCoy, Steve McCoy, Sheila Nicole McCoy, and Jennifer Nicole McCoy reside in Gordon County, Georgia. These four Defendants, to whom the properties subject to Plaintiff's Georgia Uniform Voidable Transactions Act claims were conveyed, are the children or grandchildren of Defendants Patricia and Allen McCoy.

IV. FACTS

A. The Unlawful Eviction

12. Around August 2017, Plaintiff Victoria Sutton, a white woman, moved into a house located at 226 Hensley Road, Adairsville, Georgia ("the home"), owned by Defendants Patricia and Allen McCoy. Ms. Sutton agreed with the McCoy's that Ms. Sutton would pay a security deposit of \$500 and rent the home on a month-to-month basis for \$475 per month.

13. Ms. Sutton paid the security deposit when she moved into the home and paid her monthly rent on time each month she rented the home.

14. Ms. Sutton lived in this home with her two-year-old daughter, her nine-year-old daughter, the father of her two-year-old daughter, and a nineteen-year-old niece.

15. In September 2018, Ms. Sutton started inviting an African-American co-worker, who lives in the area and has a five-year-old son, over to her home for play dates with Ms. Sutton's daughters.

16. On or around September 30, 2018, Ms. Sutton's co-worker was leaving Ms. Sutton's home and hugged Ms. Sutton goodbye after one of these play dates. Later the same day, Defendant Allen McCoy knocked on Ms. Sutton's door.

17. When Ms. Sutton opened the door, Mr. McCoy immediately accused Ms. Sutton of being a "nigger lover," told Ms. Sutton she should be ashamed of herself, and said that he would call Child Protective Services for having a "nigger on their property."

18. Mr. McCoy then told Ms. Sutton she had two weeks to move out. Mr. McCoy also relayed that he had previously rented the home to a different woman, and when that woman attempted to allow an African-American man to move in, he evicted her from the home.

19. Ms. Sutton pleaded with Mr. McCoy to allow her and her family to stay in the home, saying she had nowhere else to go. Mr. McCoy responded that she should have thought of that before she "brought that nigger around," and that her only hope of staying on the property was to talk to his wife, Defendant Patricia

McCoy. Mr. McCoy ended the conversation saying he would call the police and “have that nigger arrested if he comes on my property again.”

20. Later that day, Ms. Sutton called the McCoys on the telephone. Ms. Sutton recorded this telephone conversation.

21. Mr. McCoy answered the telephone and handed the phone to Ms. McCoy. Ms. Sutton initiated the conversation by saying, “Your husband came over and there seems to be some kind of problem.” In response, Ms. McCoy stated, “There is ... I don’t put up with niggers in my [house] and I don’t want them in my property.”

22. Ms. Sutton responded that she had the right to bring guests onto the property because she was renting the home from Ms. McCoy. Ms. McCoy responded, “I don’t care ... You just go ahead and get your ass out ... You ain’t got no rights on the property.”

23. Ms. McCoy told Ms. Sutton that she would double the rent, then stated that she would give Ms. Sutton an eviction notice. Ms. Sutton responded that she had always paid her rent on time and had not “done anything to deserve this.” Ms. McCoy responded, “Maybe you like black dogs, but I don’t. So just get your stuff and get out.”

24. When Ms. Sutton stated that she would not leave and repeated that she had rights on the property, Ms. McCoy threatened to “press charges” and called Ms. Sutton a “smart ass bitch.”

25. Ms. Sutton then stated that she “will appear in front of a judge and I will tell them exactly what’s going on,” to which Ms. McCoy responded, “No you won’t, you won’t be able to because I’ll stomp the shit out you before the day is out.”

26. Ms. McCoy then repeated, “I don’t allow niggers in my property and everybody knows that ... Get out as quick as you can.”

27. On or around the next day, October 1, 2018, at around 1:00pm, Ms. Sutton was served an eviction notice stating that Ms. Sutton had to appear in eviction court on October 4.

28. At the eviction hearing on October 4, attended by Ms. Sutton and Ms. McCoy, Ms. McCoy claimed there was destruction to the property. Ms. Sutton, however, provided pictures of the property, showing no damage. The eviction court judge then told Ms. McCoy that she could not evict Ms. Sutton until she provided Ms. Sutton a written letter of intent, which would start the 60-day period for Ms. Sutton to evict the premises.

29. On or around October 16, 2018, Mr. or Ms. McCoy left a hand-written letter of intent on Ms. Sutton's doorstep, telling Ms. Sutton she had 60 days to evict the premises.

30. Ms. Sutton and her family moved out of the home in December 2018 and are currently residing in Calhoun, Georgia.

31. Before the end of the 60-day eviction period, while Ms. Sutton was still moving her belongings into her new home, the McCoys went into the home at 226 Hensley Road while Ms. Sutton and her family were not present and, without notice, removed and discarded all the property still within the home. This property included valuable belongings, such as family memorabilia and Ms. Sutton's children's toys.

32. As a result of the McCoys' discriminatory conduct, Ms. Sutton experienced extreme emotional distress. Ms. Sutton was constantly concerned for her and her family's personal safety while they were in the process of vacating the home. Ms. Sutton had difficulty finding alternate suitable housing, and the prospect of having to move out of Adairsville, losing her job and breaking up her family in the process, added significantly to Ms. Sutton's distress.

33. Ms. Sutton's nine-year-old daughter has suffered severe, possibly irreparable harm. This child has learning disabilities and requires special

educational services. She received those services in the school in which she was enrolled while living at the home at 226 Hensley Road. But after being evicted from the home and forced to move outside of the school district where the home was located, Ms. Sutton's daughter had to switch schools, and had difficulty receiving the specialized educational services she received at her prior school.

B. The Fraudulent Transfers

34. Defendants Patricia and Allen McCoy signed deeds conveying five valuable properties to their children and grandchildren six weeks after Plaintiff Victoria Sutton filed her initial Complaint in this action. Immediately thereafter, Defendants' counsel communicated to Plaintiff's counsel that those properties were no longer in Defendant Patricia and Allen McCoy's possession because they had been conveyed to their children and grandchildren. The details are spelled out in the paragraphs that follow.

35. Plaintiff Victoria Sutton filed her initial Complaint in this action on July 10, 2019.

36. On August 26, 2019, Defendants Patricia and Allen McCoy signed quitclaim deeds conveying five properties to their children and/or grandchildren, Defendants Teresa McCoy, Steve McCoy, Sheila Nicole McCoy, and Jennifer Nicole McCoy. Attached Exhibits 1, 2, and 3.

37. Three of these five properties, located at 214 Hensley Road, Adairsville, Georgia, 30103; 226 Hensley Road, Adairsville, Georgia, 30103 (the rental property from which Ms. Sutton was unlawfully evicted, *see supra* at ¶ 9); and 234 Hensley Road, Adairsville, Georgia, 30103, were conveyed to Defendant Sheila Nicole McCoy on August 26, 2019. Attached [Exhibit 1 at 1](#).

38. Attached to this deed is a handwritten note, signed by Patricia McCoy, Allen McCoy, and Sheila Nicole McCoy, dated October 1, 2014, stating that while conveyance of these properties was contemplated, the deeds to these properties would remain in Patricia and Allen McCoy's possession until their deaths. *Id.* at 3.

39. Another of these five properties, located at 334 Hensley Road, Adairsville, Georgia, 30103, was conveyed to Defendant Jennifer Nicole McCoy on August 26, 2019. Attached [Exhibit 2 at 1, 3](#).¹

40. Attached to this deed is a handwritten note, signed by Patricia McCoy, Allen McCoy, and Jennifer Nicole McCoy, dated October 1, 2014, stating that

¹ While the deed signed on August 26, 2019 describes this property as located at 324 Hensley Road, Adairsville, Georgia, 30103, the handwritten note referenced in and attached to the deed describes this property as located at 334 Hensley Road, Adairsville, Georgia, 30103. Upon information and belief, the accurate address for this property is 334 Hensley Road, Adairsville, Georgia, 30103.

while conveyance of this property was contemplated, the deed to this property would remain in Patricia and Allen McCoy's possession until their deaths. *Id.* at 3.

41. Another of these five properties, located at 330 Hensley Road, Adairsville, Georgia, 30103, was conveyed to Defendants Teresa McCoy and Steve McCoy on August 26, 2019. Attached [Exhibit 3](#), pg. 1.

42. Attached to this deed is a handwritten note, signed by Patricia McCoy, Allen McCoy, Teresa McCoy, and Steve McCoy, dated March 1, 1991, stating that while conveyance of this property was contemplated, the deed to this property would remain in Patricia and Allen McCoy's possession until their deaths. *Id.* at 3.

43. Attorney L. Hugh Kemp, who is counsel for Defendants Patricia and Allen McCoy in this case, drafted the three deeds that were signed by Defendants on August 26, 2019. Sharon White, Mr. Kemp's paralegal, notarized the three deeds. Attached [Exhibit 1 at 2](#); Attached [Exhibit 2 at 2](#); Attached [Exhibit 3 at 2](#).

44. On August 30, 2019—four days after Defendants Patricia and Allen McCoy conveyed these five properties to Defendants Teresa McCoy, Steve McCoy, Sheila Nicole McCoy, and Jennifer Nicole McCoy—Mr. Kemp sent undersigned counsel a letter regarding the possibility of settling this case.

45. In this letter, Mr. Kemp represented that Defendants did not own the five rental properties at issue here, stating that these properties had been conveyed

years before the initial Complaint was filed, and were no longer Defendant Patricia and Allen McCoy's assets.

46. In response to this letter, undersigned counsel requested from Mr. Kemp the documents that memorialized the conveyance of these properties.

47. On September 6, 2019, Mr. Kemp provided to undersigned counsel the three August 26, 2019 deeds conveying the five properties, along with the handwritten notes referenced in and attached to those deeds. Attached Exhibits 1, 2, and 3.

48. As discussed above, *supra* at ¶¶ 38, 40, 42, while these three handwritten notes (supposedly drafted on October 1, 2014, August 2, 2011, and March 1, 1991) contemplated a conveyance of the properties, each note explicitly states that the deeds to the five properties would remain in the possession of Defendants Patricia and Allen McCoy until their deaths.

49. Therefore, the handwritten notes attached to the deeds executed on August 26, 2019, were not effective deeds and did not convey any property to Defendants Teresa McCoy, Steve McCoy, Sheila Nicole McCoy, and Jennifer Nicole McCoy.

V. CAUSES OF ACTION

**FIRST CAUSE OF ACTION
Civil Rights Act, 42 U.S.C. § 1981
Plaintiff Victoria Sutton Against
Defendants Patricia McCoy and Allen McCoy**

50. Plaintiff repeats and realleges the allegations in the paragraphs above as if fully set forth herein.

51. As described above, Defendants Patricia and Allen McCoy's discriminatory actions based on race violated Plaintiff's rights to make and enforce contracts on an equal basis regardless of race under 42 U.S.C. § 1981.

**SECOND CAUSE OF ACTION
Civil Rights Act, 42 U.S.C. § 1982
Plaintiff Victoria Sutton Against
Defendants Patricia McCoy and Allen McCoy**

52. Plaintiff repeats and realleges the allegations in the paragraphs above as if fully set forth herein.

53. As described above, Defendants Patricia and Allen McCoy's discriminatory actions based on race violated Plaintiff's rights to lease and use real property on an equal basis regardless of race under 42 U.S.C. § 1982.

THIRD CAUSE OF ACTION
Fair Housing Act, 42 U.S.C. §§ 3604, 3617
Plaintiff Victoria Sutton Against
Defendants Patricia McCoy and Allen McCoy

54. Plaintiff repeats and realleges the allegations in the paragraphs above as if fully set forth herein.

55. As described above, Defendants Patricia and Allen McCoy violated 42 U.S.C. § 3604(a), which makes it unlawful to refuse to rent a dwelling or otherwise make a dwelling unavailable to any person because of race or color.

56. As described above, Defendants Patricia and Allen McCoy violated 42 U.S.C. § 3604(b), which makes it unlawful to discriminate against any person in the terms, conditions, or privileges of the rental of a dwelling, or in the provisions of services and facilities in connection therewith, because of race or color.

57. As described above, Defendants Patricia and Allen McCoy violated 42 U.S.C. § 3604(c), which makes it, *inter alia*, unlawful to make or cause to be made any statement relating to the rental of a dwelling that indicates any preference or limitation based on race or color.

58. As described above, Defendants Patricia and Allen McCoy violated 42 U.S.C. § 3617, which makes it unlawful to coerce, intimidate, threaten, or interfere with any person in the exercise or enjoyment of their Fair Housing Act

rights, or on account of having exercised or enjoyed, or aided or encouraged others in exercising or enjoying any right secured by the Fair Housing Act.

FOURTH CAUSE OF ACTION
Georgia Fair Housing Act, Ga. Code Ann., §§ 8-3-202, 8-3-222
Plaintiff Victoria Sutton Against
Defendants Patricia McCoy and Allen McCoy

59. Plaintiff repeats and realleges the allegations in the paragraphs above as if fully set forth herein.

60. As described above, Defendants Patricia and Allen McCoy violated [Ga. Code Ann. § 8-3-202\(a\)\(1\)](#), which makes it unlawful to refuse to rent a dwelling or otherwise make a dwelling unavailable to any person because of race or color.

61. As described above, Defendants Patricia and Allen McCoy violated [Ga. Code Ann. § 8-3-202\(a\)\(2\)](#), which makes it unlawful to discriminate against any person in the terms, conditions, or privileges of the rental of a dwelling, or in the provisions of services and facilities in connection therewith, because of race or color.

62. As described above, Defendants Patricia and Allen McCoy violated [Ga. Code Ann. § 8-3-202\(a\)\(3\)](#), which makes it, *inter alia*, unlawful to make or cause to be made any statement relating to the rental of a dwelling that indicates any preference or limitation based on race or color.

63. As described above, Defendants Patricia and Allen McCoy violated [Ga. Code Ann. § 8-3-222](#), which makes it unlawful to coerce, intimidate, threaten, or interfere with any person in the exercise or enjoyment of their Georgia Fair Housing Act rights, or on account of having exercised or enjoyed, or aided or encouraged others in exercising or enjoying, any right secured by the Georgia Fair Housing Act.

FIFTH CAUSE OF ACTION
Breach of Contract and
Breach of the Duty of Good Faith and Fair Dealing Implied in Every Contract
Plaintiff Victoria Sutton Against
Defendants Patricia McCoy and Allen McCoy

64. Plaintiff repeats and realleges the allegations in the paragraphs above as if fully set forth herein.

65. Plaintiff entered into a contractual agreement with Defendants Patricia and Allen McCoy when Defendants Patricia and Allen McCoy offered to rent the home located at 226 Hensley Road, Adairsville, Georgia to Plaintiff on a month-to-month basis in exchange for a \$500 rental security deposit and a monthly rental payment of \$475 per month. Plaintiff accepted this offer by paying the security deposit and making the monthly rental payments every month from around August 2017 until around December 2018.

66. Defendants Patricia and Allen McCoy breached the contractual agreement and their duty of good faith and fair dealing by unlawfully evicting Plaintiff for racially discriminatory purposes.

67. Plaintiff has been harmed by Defendants Patricia and Allen McCoy's breach of the contractual rental agreement and breach of the duty of good faith and fair dealing and is entitled to damages caused by these breaches.

SIXTH CAUSE OF ACTION
Georgia Uniform Voidable Transactions Act,
Ga. Code Ann., §§ 18-2-70 *et seq.*
Plaintiff Victoria Sutton Against All Defendants²

68. Plaintiff repeats and realleges the allegations in the paragraphs above as if fully set forth herein.

69. This is a claim against Defendant Transferors Patricia McCoy and Allen McCoy to void the transfers of real property to their relatives, Defendant Transferees Teresa McCoy, Steve McCoy, Sheila Nicole McCoy, and Jennifer

² Plaintiff's claim under the Georgia Uniform Voidable Transactions Act is joined as a claim contingent on the disposition of one or more of the other claims raised in this First Amended Complaint. *See* [Fed. R. Civ. Proc. 18\(b\)](#) ("A party may join two claims even though one of them is contingent on the disposition of the other; but the court may grant relief only in accordance with the parties' relative substantive rights. In particular, a plaintiff may state a claim for money and a claim to set aside a conveyance that is fraudulent as to that plaintiff, without first obtaining a judgment for the money.").

Nicole McCoy as fraudulent transfers, and for all other relief available under the Georgia Uniform Voidable Transactions Act, Ga. Code Ann., §§ 18-2-70 *et seq.*

70. The real property assets subject to this claim are located at 214 Hensley Road, Adairsville, Georgia, 30103; 226 Hensley Road, Adairsville, Georgia, 30103; 234 Hensley Road, Adairsville, Georgia, 30103; and 334 Hensley Road, Adairsville, Georgia, 30103³; and 330 Hensley Road, Adairsville, Georgia, 30103.

71. The asset transfers subject to this claim were made at a time when Defendants had actual knowledge of Plaintiff Victoria Sutton's claims against Defendants Patricia and Allen McCoy related to the unlawful eviction of Ms. Sutton from her home located at 226 Hensley Road, Adairsville, Georgia, 30103.

72. The asset transfers subject to this claim are fraudulent because they were made with the actual intent to hinder, delay, or defraud Plaintiff Victoria Sutton, as a contingent judgment creditor, in violation of the Georgia Uniform Voidable Transactions Act, Ga. Code Ann., §§ 18-2-74(a).

73. Alternatively, the asset transfers subject to this claim are fraudulent because they were made with the intent to hinder, delay, or defraud Plaintiff

³ Plaintiff believes that this is the accurate address of this property. *See supra* at ¶ 39.

Victoria Sutton, as a contingent judgment creditor, in that these asset transfers were made without receiving a reasonably equivalent value, and Defendants Patricia and Allen McCoy intended to incur on behalf or should have reasonably believed that they would incur debts beyond their ability to pay as they became due, in violation of the Georgia Uniform Voidable Transactions Act, Ga. Code Ann., §§ 18-2-74(a).

74. The asset transfers subject to this claim were intentionally fraudulent because:

- (i) Defendants Patricia and Allen McCoy had been sued immediately before the transfer was made;
- (ii) the transfer was of a majority of Defendants Patricia and Allen McCoy's assets;
- (iii) the transfers were to close family members;
- (iv) there was no consideration received by Defendants Patricia and Allen McCoy from Defendants Teresa McCoy, Steve McCoy, Sheila Nicole McCoy, or Jennifer Nicole McCoy at the time of the conveyance on August 26, 2019;
- (v) there was an attempt to conceal the transfers by making it appear the transfers had occurred years before Plaintiff filed this lawsuit.

See Ga. Code Ann., §§ 18-2-74(b).

VI. PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests judgment against Defendants as follows:

75. Declaring Defendants' discriminatory practices violate the Civil Rights Act of 1866, 42 U.S.C. §§ 1981 and 1982, the Fair Housing Act of 1968, as amended, 42 U.S.C. §§ 3601, *et seq.*, and the Georgia Fair Housing Act, Ga. Code Ann. § 8-3-200 *et seq.*;

76. Awarding such damages to Plaintiff as will fully compensate for the diversion of resources and frustration of mission caused by Defendants' unlawful practices;

77. Awarding compensatory damages, including damages for emotional distress, to Plaintiff;

78. Awarding punitive damages to Plaintiff;

79. Pursuant to the Georgia Uniform Voidable Transactions Act, Ga. Code Ann., §§ 18-2-77 and other applicable law, (i) voidance of the property asset transfers located at 214 Hensley Road, Adairsville, Georgia, 30103; 226 Hensley Road, Adairsville, Georgia, 30103; 234 Hensley Road,, Adairsville, Georgia, 30103; 330 Hensley Road, Adairsville, Georgia, 30103; and 334 Hensley Road,

Adairsville, Georgia, 30103, from Defendant Transferors Patricia and Allen McCoy to Defendant Transferees Teresa McCoy, Steve McCoy, Sheila Nicole McCoy, and Jennifer Nicole McCoy; (ii) an attachment or other provisional remedy against the assets subject to this claim; (iii) an injunction against further disposition of the assets subject to this claim by any Defendant;

80. Awarding Plaintiff reasonable attorneys' fees, costs, and expenses incurred in prosecuting this action; and

81. Granting Plaintiff such other further relief as may be just and proper.

VII. JURY DEMAND

82. Plaintiff hereby demands a trial on the merits by jury pursuant to [Federal Rule of Civil Procedure 38](#).

Dated: September 27, 2019

Kosha S. Tucker

Kosha Tucker
Sean J. Young
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*Attorneys for Plaintiff
Admitted pro hac vice*

EXHIBIT 1

Recorded 08/30/2019 1:34
Doc: QCD Rcpt#: 332623
TRANSFER TAX: 47.80
TRANSFER TAX ID: 0642019001728
Grant Walraven, C.S.C.
GORDON County, Ga
DEED Blk: 2243 Pgs: 53-55

Please return the recorded Deed to:

Patricia McCoy & Allen McCoy
173 Craneater Circle NE
Calhoun, Georgia 30701

[The space provided above this line is for recording information.]

STATE OF GEORGIA,
COUNTY OF GORDON

QUITCLAIM DEED

THIS INDENTURE made the 14th day of August 2019 between Allen McCoy and Patricia McCoy (hereinafter "Grantors"), and Sheila Nicole McCoy, (hereinafter "Grantee").

IN ACCORDANCE with an agreement made with grantee on October 1, 2014 and in consideration of grantee having paid the taxes and maintained the following property for said period of time, grantors Allen McCoy and Patricia McCoy consider the forgoing as equivalent value for said property and hereby quit claim all their right, title and interest to grantee the following described property:

All grantors' interest in and to:

All that tract or parcel of land lying and being in the 15th District and 3rd Section of Gordon County, Georgia being part of land lot No. 177 thereof, described as follows: BEING lots 33, 34, and 35 of the Oothcalooga Subdivision, and being more particularly described according to Plat No. 3 of said subdivision prepared by R.E. Smith, Surveyor, of date July 12, 1958, and recorded in the Office of the Clerk of Superior Court of Gordon County, Georgia, in Plat Book No. 2, Page 295, to which said plat and the record thereof reference is hereby made for a full and complete description of the lands herein conveyed. Property addresses are 214 Hensley Road SE, Adairsville, Georgia, 30103, 226 Hensley Road SE, Adairsville, Georgia, 30103, & 234 Hensley Road SE, Adairsville, Georgia, 30103.

TOGETHER WITH all and singular the hereinabove described premises together with all tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; and all estate, right, title interest and rights of possession, claim and demand whatsoever, as well in law as in equity, of the said Grantor; of, in or to the said premises, and every part and parcel thereof, with the appurtenances thereto belonging.

THIS CONVEYANCE IS MADE SUBJECT TO all claims, easements, conditions and restrictive covenants of record or otherwise insofar as the same may lawfully affect the above-described property.

IN WITNESS WHEREOF, the Grantors have signed, sealed and delivered this Deed on the day and year first above written.

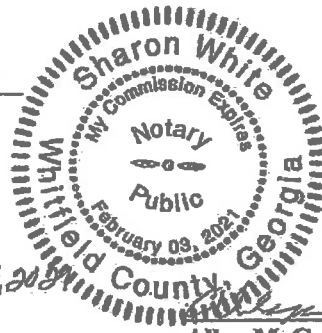
Patricia McCoy
Patricia McCoy

Signed, sealed and delivered
in the presence of:

P. Hugh Kamp
WITNESS

Sharon White
NOTARY PUBLIC

My commission expires: February 03, 2021



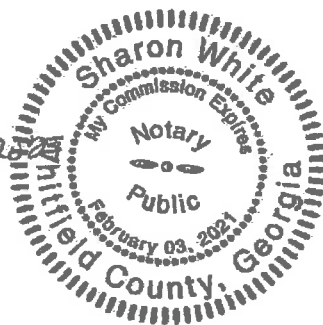
Allen McCoy
Allen McCoy

Signed, sealed and delivered
in the presence of:

P. Hugh Kamp
WITNESS

Sharon White
NOTARY PUBLIC

My commission expires: February 03, 2021



Sheila

214

224

234

Agency

I, Allen Webb McCoy and Patricia Juanita McCoy give the properties located at 214 Hensley Road S.E. Adairsville, Georgia 30103, 226 Hensley Road S.E. Adairsville, GA 30103 and 234 Hensley Road S.E. Adairsville, GA 30103 to Sheila Nicole McCoy on the 1st day of October 2014. We, Allen W. McCoy, Patricia J. McCoy and Sheila N. McCoy have come to the agreement that I, Sheila N. McCoy will be responsible for paying the taxes on said properties listed above, and I, Sheila N. McCoy will be responsible for the upkeep of said properties listed above. We, Allen W. McCoy, Patricia J. McCoy and Sheila N. McCoy have agreed that the deeds of the properties listed above will remain in Allen and Patricia McCoy's name/names until their passing, then at said time the deeds to the properties listed above will be put in Sheila Nicole McCoy name.

Allen McCoy
Pat J McCoy
Sheila McCoy 10-1-14

EXHIBIT 2

Recorded 08/29/2019 2:56
Doc: QCD Rcpt#: 332597
TRANSFER TAX: 47.80
TRANSFER TAX ID: 0642019001701
Grant Walraven, C.S.C.
GORDON County, Ga
DEED Bk: 2242 Pgs: 223-225

Please return the recorded Deed to:

**Patricia McCoy & Allen McCoy
173 Craneater Circle NE
Calhoun, Georgia 30701**

[The space provided above this line is for recording information.]

**STATE OF GEORGIA,
COUNTY OF GORDON**

QUITCLAIM DEED

THIS INDENTURE made the 26th day of August 2019 between **Allen McCoy** and **Patricia McCoy** (hereinafter "Grantors"), and **Jennifer Nicole McCoy**, (hereinafter "Grantee").

IN ACCORDANCE with an agreement made with grantee on August 02, 2011 and in consideration of grantee having paid the taxes and maintained the following property for said period of time, grantors Allen McCoy and Patricia McCoy consider the forgoing as equivalent value to the property and hereby quit claim all their right, title and interest to grantee the following described property:

All grantors' interest in and to:

All that tract or parcel of land lying and being in the 15th District and 3rd Section of Gordon County, Georgia being part of land lot No. 177 thereof, described as follows: BEING lots 36 and 37 of the Oothcalooga Subdivision, and being more particularly described according to Plat No. 3 of said subdivision prepared by R.E. Smith, Surveyor, of date July 12, 1958, and recorded in the Office of the Clerk of Superior Court of Gordon County, Georgia, in Plat Book No. 2, Page 295, to which said plat and the record thereof reference is hereby made for a full and complete description of the lands herein conveyed. Property addresses are 324 Hensley Road SE, Adairsville, Georgia, 30103.

TOGETHER WITH all and singular the hereinabove described premises together with

all tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; and all estate, right, title interest and rights of possession, claim and demand whatsoever, as well in law as in equity, of the said Grantor, of, in or to the said premises, and every part and parcel thereof, with the appurtenances thereto belonging.

THIS CONVEYANCE IS MADE SUBJECT TO all claims, easements, conditions and restrictive covenants of record or otherwise insofar as the same may lawfully affect the above-described property.

IN WITNESS WHEREOF, the Grantors have signed, sealed and delivered this Deed on the day and year first above written.

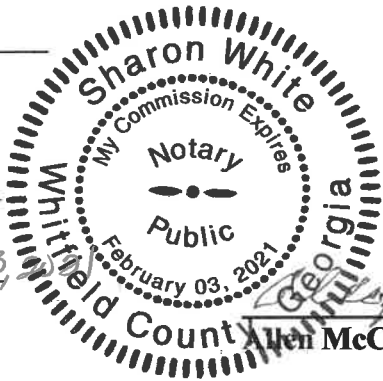
Patricia McCoy
Patricia McCoy

Signed, sealed and delivered
in the presence of:

Gloria Lopez
WITNESS

Sharon White
NOTARY PUBLIC

My commission expires: February 3, 2021



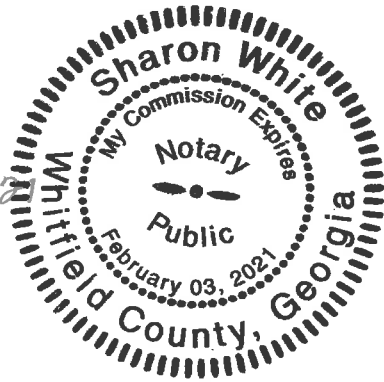
Allen McCoy
Allen McCoy

Signed, sealed and delivered
in the presence of:

Gloria Lopez
WITNESS

Sharon White
NOTARY PUBLIC

My commission expires: February 3, 2021



I, Allen W. McCoy and Patricia J. McCoy give the property located at 334 Hensley Rd Adairsville, GA 30103 to Jennifer Nicole McCoy on 08/22/2011. We Allen W. McCoy and Patricia J. McCoy and Jennifer Nicole McCoy have made the agreement that I, Jennifer Nicole McCoy will be responsible for paying the taxes on the property listed above and I, Jennifer Nicole McCoy are responsible for the up keep of said property listed above. Allen W. McCoy, Patricia J. McCoy and Jennifer Nicole McCoy have agreed that the deeds of property listed above will remain in Allen and/or Patricia McCoy name until their passing, then at said time the property deed will be put in Jennifer Nicole McCoy name.

Allen McCoy - Pat J McCoy

Jennifer McCoy

EXHIBIT 3

Please return the recorded Deed to:

Patricia McCoy & Allen McCoy
173 Craneater Circle NE
Calhoun, Georgia 30701

Recorded 08/29/2019 2:56
Doc: QCD Rcpt#: 332597
TRANSFER TAX: 47.80
TRANSFER TAX ID: 0642019001702
Grant Walraven, C.S.C.
GORDON County, Ga
DEED Bk: 2242 Pgs: 226-228

[The space provided above this line is for recording information.]

**STATE OF GEORGIA,
COUNTY OF GORDON**

QUITCLAIM DEED

THIS INDENTURE made the 26th day of August 2019 between Allen McCoy and Patricia McCoy (hereinafter "Grantors"), and Teresa McCoy and Steve McCoy, (hereinafter "Grantees").

IN ACCORDANCE with an agreement made with grantees on March 01, 1991 and in consideration of grantees having paid the taxes and maintained the following property for said period of time, grantors Allen McCoy and Patricia McCoy consider the forgoing as equivalent value to the property and hereby quit claim all their right, title and interest to grantees the following described property:

All grantors' interest in and to:

All that tract or parcel of land lying and being in the 15th District and 3rd Section of Gordon County, Georgia being part of land lot No. 177 thereof, described as follows: BEING lots 39, 40, 41, and 42 of the Oothcalooga Subdivision, and being more particularly described according to Plat No. 3 of said subdivision prepared by R.E. Smith, Surveyor, of date July 12, 1958, and recorded in the Office of the Clerk of Superior Court of Gordon County, Georgia, in Plat Book No. 2, Page 295, to which said plat and the record thereof reference is hereby made for a full and complete description of the lands herein conveyed. Property addresses are 330 Hensley Road SE, Adairsville, Georgia, 30103.

TOGETHER WITH all and singular the hereinabove described premises together with all tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; and all estate, right, title interest and rights of possession, claim and demand whatsoever, as well in law as in equity, of the said Grantors, of, in or to the said premises, and every part and parcel thereof, with the appurtenances thereto belonging.

THIS CONVEYANCE IS MADE SUBJECT TO all claims, easements, conditions and restrictive covenants of record or otherwise insofar as the same may lawfully affect the above-described property.

IN WITNESS WHEREOF, the Grantors have signed, sealed and delivered this Deed on the day and year first above written.

Patricia McCoy
Patricia McCoy

Signed, sealed and delivered in the presence of:

Gloria Lopez
WITNESS

Sharon White
NOTARY PUBLIC

My commission expires: *February 03, 2021*



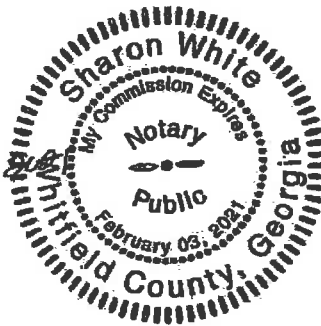
Allen McCoy
Allen McCoy

Signed, sealed and delivered in the presence of:

Gloria Lopez
WITNESS

Sharon White
NOTARY PUBLIC

My commission expires: *February 03, 2021*



I, Allen W. McCoy and Patricia J. McCoy give the property located at 330 Hensley Rd. S.E. Adairsville GA 30103 to Steve & Jeresa McCoy on March 1 1991. We Allen W. McCoy and Patricia J. McCoy and Steve & Jeresa McCoy have made the agreement that I, Steve & Jeresa McCoy will be responsible for paying the taxes on the property listed above and I, Steve & Jeresa McCoy are responsible for the up keep of said property listed above. Allen W. McCoy, Patricia J. McCoy and Steve & Jeresa McCoy have agreed that the deeds of property listed above will remain in Allen and/or Patricia McCoy name until their passing, then at said time the property deed will be put in Steve & Jeresa McCoy name.

Allen McCoy
Pat McCoy
Steve McCoy
Jeresa McCoy

Sign on March 1, 1991