

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF SOUTH CAROLINA  
ANDERSON/GREENWOOD DIVISION**

IN RE:RECEIVER FOR ) Civil Action No. 8:12-cv-2078-JMC  
RONNIE GENE WILSON AND )  
ATLANTIC BULLION & COIN, INC )

**PETITION TO AQUIRE ASSET OF ATWELL FAMILY TRUST FREE AND CLEAR OF LIENS  
AND ENCUMBRANCES**

Comes now counsel for the Receiver, Beattie B. Ashmore, appointed by this Court pursuant to an Order filed on July 25, 2012, thereafter replaced and superseded by Order filed on October 17, 2012, and further replaced and superseded by Order filed on February 14, 2013 (the “Court Order”), and submits this Petition to Acquire Asset of Atwell Family Trust Free and Clear of Liens and Encumbrances (“Petition”) seeking the Court’s permission to allow the Receiver full and exclusive legal ownership and control of certain real property with improvements thereon located at 508 Motor Boat Club Road in Greenville, South Carolina 29611 being more particularly described on Exhibit A attached hereto (“Property”), and further to ascertain the validity of and amount owed on a Promissory Note from the Atwell Family Trust to Troy Grant currently secured by a mortgage on the Property. (See Note attached hereto as Exhibit A.)

In the Court Order, the Court assigned to the Receiver full control and possession of a number of assets acquired by Ronnie Gene Wilson (“Wilson”) and Atlantic Bullion & Coin, Inc. (“AB&C”), including other entities, individuals, businesses and trusts controlled by and/or alter egos of Wilson and AB&C as listed in the Court Order (collectively the “AB&C Receivership Entities”). The Atwell Family Trust is a party included in the Court Order under the definition of AB&C Receivership Entities. The Atwell Family Trust is the record owner of the Property and has been advised as to the Receiver’s claim for exclusive control of any and all assets of the Atwell Family Trust per the Court Order.

Based upon the Receiver's records, The Property was the home and residence of Ed Atwell, the former husband of Tracy Neily, a known associate of Wilson's and a person listed in the Court Order. In a prior filing, the Receiver attributes approximately \$1.6M to Ed Atwell flowing from the Wilson-AB&C investment scheme. (Ex. A to Pet. Rule to Show Cause ECF Doc. # 93-1.)

On or about June 2012, Mark Chastain, as Trustee for the Atwell Family Trust mortgaged the Property with terms to include monthly interest payments of \$1,200 and a principal payment of \$60,000.00 due on or before August 1, 2014. The Receiver contends based upon information produced and conversations between Counsel to the Receiver and Troy Grant that no default has occurred to date. However, the Receiver anticipates that the final principal payment may not be made and the Atwells will undermine or complicate the Receiver's efforts to control the Property. As such, the Receiver petitions the Court for permission to determine the legal validity of the Note and amount agreed to, if any, and if appropriate to pay the principal payment out of the Receiver Estate in order to protect the remaining equity in the Property.

Respectfully submitted,

***THE TOLLISON LAW FIRM, P.A.***

/s/L. Walter Tollison, III  
L. Walter Tollison, III  
Federal Bar No. 4117  
Walt.tollison@thetollisonlawfirm.com  
24 Vardry Street, Suite 203  
Greenville, South Carolina 29601  
Phone: (864) 451-7038  
Fax: (864) 451-7591  
**Attorney for the Receiver**

July 31, 2014  
Greenville, South Carolina

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF SOUTH CAROLINA  
ANDERSON/GREENWOOD DIVISION**

IN RE:RECEIVER FOR ) Civil Action No. 8:12-cv-2078-JMC  
RONNIE GENE WILSON AND )  
ATLANTIC BULLION & COINC, INC ) CERTIFICATE OF SERVICE

**I HEREBY CERTIFY** that, on the 31<sup>st</sup> day of July, 2014, I did cause Cheryl A. Rodgers to furnish via United States Mail a true and correct copy of **Petition to Aquire Asset of Atwell Family Trust Free and Clean of Liens and Encumbrances** in the above matter , to the parties listed below at the following addresses:

Mark Chastain  
Capital Solutions  
2655 Dallas Highway, Suite 630  
Marietta, GA 30064

Kimberly T. Thomason  
Truluck Thomason, LLC  
522 North Church Street  
Greenville, SC 29601

Troy D. Grant  
2513 North Highway 11  
West Union, SC 29696

Respectfully submitted,  
***THE TOLLISON LAW FIRM, P.A.***

/s/L. Walter Tollison, III  
L. Walter Tollison, III  
Federal Bar No. 4117  
Walt.tollison@thetollisonlawfirm.com  
24 Vardry Street, Suite 203  
Greenville, South Carolina 29601  
Phone: (864) 451-7038  
Fax: (864) 451-7591  
**Attorney for the Receiver**

July 31, 2014  
Greenville, South Carolina

### Promissory Note

THIS Promissory Note ("Note") is made, entered into and effective this \_\_\_\_\_ day of June, 2012 between Mark R. Chastain, as Trustee for the Atwell Family Trust, Charles Edward Atwell, individually, and Donna Sue Atwell individually ("Borrower") and Troy D. Grant ("Lender").

### Recitals

WHEREAS, Mark R. Chastain, as Trustee of the Atwell Family Trust, and as owner of record of the Property located at 508 Motorboat Club Road, Greenville, SC 29611 and more fully described in the Deed to the Property, is in need of a loan from Lender to pay off the mortgage currently held on the property and to secure additional Trust assets; and

WHEREAS, Lender has agreed to loan to Borrower the amount needed to pay off the outstanding mortgage on the Property;

NOW THEREFORE, in consideration of the forgoing premises and the other consideration contained in this Agreement, the parties mutually agree as follows:

1. **DEFINITIONS.** As used in this Note, the terms have the following meanings:
  - a. **Pronouns.** The pronouns "I," "me," and "my" refer to each Borrower signing this Note, individually and together. "You" and "Your" refer to the Lender.
  - b. **Note.** Note refers to this document, and any extensions, renewals, modifications and substitutions of this Note.
  - c. **Loan.** Loan refers to this Transaction generally, including obligations and duties arising from the terms of all documents prepared or submitted for this transaction such as applications, security agreements, disclosures or notes, and this Note.
  - d. **Loan Documents.** Loan Documents refer to all the documents executed as a part of or in connection with the Loan.
  - e. **Property.** Property is any property, real, personal or intangible, that secures my performance of the obligations of this Loan.
2. **PROMISE TO PAY.** For value received, I promise to pay you or your order, at your address, or at such other location as you may designate, the principal sum of sixty thousand and no/100 dollars (\$60,000.00) ("Principal") plus simple interest monthly on the unpaid Principal balance until this Note matures or this obligation is accelerated.
  - a. **Payments & Schedules.** Payments shall be made as follows:
    - 24 monthly payments of \$1200.00 per month with the first payment being due and payable on August 1, 2012 and every month after that on the 1<sup>st</sup> day of the month thereafter.
    - 1 payment of the Principal amount due and payable on the 1<sup>st</sup> day of August, 2014.
3. **INTEREST.** Interest will accrue on the unpaid Principal balance of this Note at the rate of 2% percent simple interest monthly ("Interest Rate") on the Principal.
  - a. **Maximum Interest Amount.** Any amount assessed or collected as interest under the terms of this Note will be limited to the maximum amount of 24% annually.



4. ADDITIONAL CHARGES. As additional consideration, I agree to pay, or have paid, these additional fees and charges.
  - a. Nonrefundable Fees and Charges. The following fees are earned when collected and will not be refunded if I prepay this Note before the scheduled maturity date.
    - a. A penalty of up to six (6) months Interest payable on the Principal if Note is paid in full before six monthly Interest payments are made. (For example, if the Borrower makes three (3) Payments and then pays the Note in full, a penalty of three (3) months Interest or thirty six hundred and no/100 (\$3600.00) would be charged to Borrower as a pre-payment penalty and as further consideration for the Loan).
5. PAYMENT. I agree to pay this Note in 25 payments. I will make 24 payments of \$1200.00 beginning on August 1, 2012 and on the first day of each month thereafter. A single "balloon payment" of the entire unpaid balance of Principal will be due August 1, 2014. With the final payment I also agree to pay any additional fees or charges owing.
6. SECURITY. The Loan is secured by separate security instruments prepared together with this Note as follows:

<u>Document Name</u>	<u>Parties to Document</u>
<ul style="list-style-type: none"> <li>• Mortgage on Property</li> </ul>	Mark R. Chastain, as Trustee for the Atwell Family Trust Charles Edward Atwell and Donna Sue Atwell,
Individually	
<ul style="list-style-type: none"> <li>• Assignment of Beneficial Trust Interest in Life Insurance Policy</li> </ul>	Mark R. Chastain, as Trustee for the Atwell Family

7. DEFAULT. I will be in default if any of the following occur:
  - a. Payments. I fail to make a payment by the 10<sup>th</sup> day of the month when payment is due.
  - b. Other Events. Anything else happens that causes you to reasonably believe that the prospect of payment, performance or realization of the Property is significantly impaired.
8. DUE ON SALE. You may, at your option, declare the entire balance of this Note to be immediately due and payable upon the creation of, or contract for the creation of, any transfer or sale of all or any part of the Property.
9. WAIVERS AND CONSENT. To the extent not prohibited by law and except for a require notice of right to cure for the failure to make a required payment, if any, I waive protest, presentment for payment, demand, notice of acceleration, notice of intent to accelerate and notice of dishonor. In addition, I, and any party to this Note and Loan, to the extent permitted by law, consent to certain actions you may take, and generally waive defenses that may be available based on these actions or based on these actions or based on the status of a party to this Note.
  - a. You may renew or extend payments on this Note, regardless of the number of such renewals or extensions.
  - b. You may release any Borrower, endorser, guarantor, surety, accommodation maker or any other co-signer.
  - c. You may release, substitute or impair any Property securing this Note.
  - d. You, or any institution participating in this Note, may invoke your right of set-off.

- e. I agree that any of us signing this Note as a Borrower is authorized to modify the terms of this Note or any instrument securing, guarantying or relating to this Note.
10. REMEDIES. After I default, and after you give Notice and opportunity to cure the default, you may at your option do any one or more of the following.
  - a. Acceleration. You may make all or any part of the amount owing by the terms of this Note immediately due. This remedy is subject to my limited right to cure.
  - b. Sources. You may use any and all remedies you have under state or federal law or in any Loan Document (For example, you may exercise the Deed in Lieu Provision in the Mortgage).
  - c. Insurance Benefits. You may make a claim for any and all insurance benefits that may be available on my default.
  - d. Payments Made On My Behalf. Amounts advanced on my behalf will be immediately due and may be added to the balance owing under the terms of this Note, and accrue interest at the highest post-maturity interest rate. (For example, if You pay any necessary costs associated with the Property, then the full amount of the costs will be added to the Principal immediately upon payment).
11. COLLECTION EXPENSES AND ATTORNEYS' FEES. On or after Default, to the extent permitted by law, I agree to pay all expenses of collection, enforcement or protection of your rights and remedies under this Note or any other Loan Document.
12. WARRANTIES AND REPRESENTATIONS. I make to you the following warranties and representations which will continue as long as this Note is in effect:
  - a. Power. I am duly organized, and validly existing and in good standing in all jurisdictions in which I operate. I have the power and authority to enter into this transaction and to carry on my business or activity as it is now being conducted and, as applicable, I am qualified to do so in each jurisdiction in which I operate.
  - b. Authority. The execution, delivery and performance of this Note and the obligation evidenced by this Note are within my powers, have been duly authorized, will not violate any provision of law, or order of court or governmental agency, and will not violate any agreement to which I am a party or to which I am or any of my Property is subject.
13. INSURANCE. I agree to obtain the insurance described in this Loan Agreement.
  - a. Property Insurance. I will insure or retain insurance coverage on the Property and abide by the insurance requirements of any security instrument securing the Loan.
  - b. Insurance Warranties. I agree to maintain any insurance coverage on the property. I will provide you with continuing proof of coverage. I will have the insurance company name you as loss payee on any insurance policy. You will apply the insurance proceeds toward what I owe you on the outstanding balance. I agree that if the insurance proceeds do not cover the amounts I still owe you, I will pay the difference. I will keep the insurance until all debts secured by this agreement are paid.
14. APPLICABLE LAW. This Note is governed by the laws of South Carolina, the United States of America, and to the extent required, by the laws of the jurisdiction where the Property is located, except to the extent such state laws are preempted by federal law.
15. JOINT AND INDIVIDUAL LIABILITY AND SUCCESSORS. My obligation to pay the Loan is independent of the obligation of any other person who has also agreed to pay it. You may sue

me alone, or anyone else who is obligated on the Loan, or any number of us together, to collect the Loan. Extending the Loan or new obligations under the Loan, will not affect my duty under the Loan and I will still be obligated to pay the Loan. This Note shall inure to the benefit of and be enforceable by you and your successors and assigns and shall be binding upon and enforceable against me and my personal representatives, successors, heirs and assigns.

- 16. AMENDMENT, INTEGRATION AND SEVERABILITY. This Note may not be amended or modified by oral agreement. No amendment or modification of this Note is effective unless made in writing and executed by you and me. This Note and other Loan Documents are the complete and final expression of the agreement. If any provision of this Note is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.
- 17. INTERPRETATION. Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Note.
- 18. COUNTERPARTS. This Note may be signed by each party separately in counterparts as if signed in the presence of all parties and have full force and effect of the parties signing together.

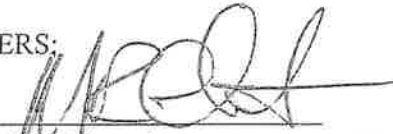
ITEMIZATION OF AMOUNT FINANCED

NOTE AMOUNT	\$60,000.00
AMOUNT FINANCED	\$60,000.00
INTEREST (2% MONTHLY FOR 24 MONTHS)	\$28,800.00
TOTAL PRINCIPAL PLUS INTEREST TO BE REPAYED	\$88,800.00

\*If prepaid, INTEREST shall be added up to the pre-payment penalty if before six Payments have been made on the Note.

19. SIGNATURES. By signing under seal, I agree to the terms contained in this Note. I also acknowledge receipt of a copy of this Note.

BORROWERS:

  
 \_\_\_\_\_  
 Mark R. Chastain (Trustee, Atwell Family Trust)

LENDER:

\_\_\_\_\_  
 Troy D. Grant

\_\_\_\_\_  
 Charles Edward Atwell

\_\_\_\_\_  
 Donna Sue Atwell