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Georgia Real Estate Foreclosure

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Research Guides

Georgia Real Estate Foreclosure

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Background

On almost any given day in 2007 and 2008, if you opened up a newspaper or logged onto an online news source, you were almost guaranteed to see an article regarding the massive number of foreclosures across the nation. Indeed, every quarter seems to bring about another record number of foreclosures for that quarter, with no sure end in sight as of yet. As a tenant in a house that is on the verge of foreclosure as I prepare this bibliography, the reality of today's foreclosure rate has a personal bite to it.

Purpose

This bibliography is intended as a resource for anyone interested in researching real estate foreclosure law and process in the State of Georgia. It is intended to be a gathering of the important and relevant sources of law and information regarding real estate foreclosure law and process in Georgia. This page is a snapshot of materials existing as of April 2008 and will not be updated as the law develops.

About the Author

Sean Foster is currently a third-year law student at Georgia State University College of Law, and is also currently an active duty Captain in the United States Army Infantry. This guide was developed as part of Professor Nancy Johnson's Advanced Legal Research class. Following graduation in May, 2008, Sean will pursue a career as a military lawyer for the Army's Judge Advocate General's Corps. For more information or questions regarding this bibliography, please send an email to njohnson@gsu.edu.

Disclaimer

The material contained in this research guide was developed in April 2008 for academic purposes. While it is intended to provide a general overview of the foreclosure process in Georgia, it does not constitute legal advice and is not nearly comprehensive. This material was last updated in April 2008 and, as legal materials are frequently updated and changed, should be checked to ensure they are still good law. The materials below do not address all issues that will arise and the researcher should read the full text of the resources cited.

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Foreclosure Generally

Primary Sources

1. Statutes:

a. Statutes of Limitation:

O.C.G.A. §§ 9-3-23, 9-3-24.

2. Case Law:

a. Default:

Benton v. Patel, 257 Ga. 669 (1987). While the most common form of default which gives rise to foreclosure is nonpayment of part or all of the indebtedness, breach of any contractual obligation may give rise to acceleration and foreclosure if the security documents specify the availability of such remedy.

b. Death of Party:

Wilkins v. McGehee, 86 Ga. 764 (1891). In order that a power to sell should survive the death of the grantor, it must be coupled with an interest, and that interest must be not in the proceeds alone of the thing to be sold but in the thing itself.
Baggett v. Edwards, 126 Ga. 463 (1906)Foreclosure by judicial proceedings is not barred by the death of the maker, but may be suspended during the period of exemption from suit granted by law to the personal representative.

Secondary Sources

1. Books and Treaties:

a. 2 Ga. Real Estate Law & Procedure §§ 20-44 to 20-50 (6th ed.).

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Pre-Foreclosure Rights and Remedies

Primary Sources

1. Statutes:

a. Notice: O.C.G.A. § 44-14-162.2 – Notice of Default:

No notice of default is required unless expressly provided for in the mortgage or unless the property secured by the mortgage was used as the dwelling place of the debtor at the time the mortgage was entered into.

b. Redemption: O.C.G.A. § 44-14-42.1 – Redemption of Property by Mortgagor.

If the possession of real property shall be given to the mortgagee, the mortgagor may redeem at any time within ten years from the last recognition by the mortgagee of such right of redemption.

c. Acceleration for Insecurity of Mortgagor: O.C.G.A. § 11-1-208 – Option to Accelerate at Will:

A term providing that one party or his successor in interest may accelerate payment or performance or require collateral or additional collateral "at will" or "when he deems himself insecure" or in words of similar import shall be construed to mean that he shall have power to do so only if he in good faith believes that the prospect of payment or performance is impaired. The burden of establishing lack of good faith is on the party against whom the power has been exercised.

d. Receivership: O.C.G.A. §§ 9-8-1 to 9-8-3 – Appointment of Receiver:

The equity powers of the courts include the power to appoint a receiver to take possession of and manage property when the property is the subject of litigation and the rights of the parties cannot be protected, or there is no one to manage the property. Creditors concerned with the possibility of destruction of, damage to or loss of income from the property which is security for a debt may petition for the appointment of a receiver, and, in extraordinary circumstances, the receiver may be appointed without notice to the party having charge of the property.

e. Eminent Domain: O.C.G.A. § 22-2-20 – Persons Entitled to Receive Notice Generally:

Any person seeking to condemn property for public purposes shall serve a notice of condemnation on the owner of the property or of any remainder, reversion, mortgage, lease, security deed, or other interest therein.

2. Case Law:

a. Default and Acceleration:

Shellman v. Scott, R. M. Chartl. 380, 1 Ga. Rep. 252 (1833)The right of a creditor to accelerate the entire indebtedness upon default is a remedy that, if expressly granted in the security instrument, is enforceable.

b. Redemption:

Clark v. Lyon, 46 Ga. 202 (1872) Prior to a foreclosure sale, a default may be relieved by a tender of the full amount due.
Suttles v. Sewell, 105 Ga. 129 (1898); Carrington v. Citizens Bank, 144 Ga. 52 (1915) The is no provision in the Georgia

law of redemption of the mortgaged property after consummation of a foreclosure sale.

c. Eminent Domain:

Harwell v. Georgia Power Co., 250 Ga. 435 (1983) Where only part of the secured property is taken in an eminent domain proceeding, equity requires apportionment of the condemnation proceedings.

d. Deed in Lieu of Foreclosure:

Wrenn v. Massell Inv. Co., 56 Ga.App. 802 (1937) Conveying title to the property itself by a mortgagor who is unable to pay the secured debt is valid and effective.
Pope v. Hammond, 168 Ga. 818 (1929) There is no valid reason why a quitclaim deed, absolute on its face, any more than a warranty deed, could not in fact be intended as security for a debt.

e. Default and Waiver of Default:

Sale City Peanut & Milling Co. v. Planters and Cit. Bank, 107 Ga.App. 463 (1963) No sale under power or judicial foreclosure may be instituted upon a mortgage prior to actual default.
Wright Carriage Co. v. Business Development Corp. of Georgia, Inc., 221 Ga. App. 49 (1996) A course of conduct which varies from the express terms of the security instrument may be deemed to be a waiver of strict compliance with such terms unless and until one of the parties gives written notice of reliance on the express terms. A pattern of making and accepting payments on dates other than the date specified, or in a medium other than as required under the note, indicates acquiescence in the conduct.

Secondary Sources

1. Books and Treaties:

a. Ga. Real Estate Finance and Foreclosure Law §§ 4.1 through 4.5 (4th ed.).

b. 2 Ga. Real Estate Law & Procedure §§ 20-65 to 20-67 (6th ed.).

2. Legal Encyclopedias:

a. C.J.S., Mortgages §§ 441 to 443.3 Ga. Jur. Property § 32:5 – Deed in lieu of foreclosure.

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Sale Under Power Foreclosure

Primary Sources

1. Statutes:

a. General:

1. O.C.G.A. .§ 23-2-114 – Power of Sale in Deeds of Trust.
Powers of sale in deeds of trust, mortgages, and other instruments shall be strictly construed and shall be fairly exercised. In the absence of stipulations to the contrary in the instrument, the time, place, and manner of sale shall be that pointed out for public sales. Unless the instrument creating the power specifically provides to the contrary, a personal representative, heir, heirs, legatee, devisee, or successor of the grantee in a mortgage, deed of trust, deed to secure debt, bill of sale to secure debt, or other like instrument, or an assignee thereof, or his personal representative, heir, heirs, legatee, devisee, or successor may exercise any power therein contained; and such powers may so be exercised regardless of whether or not the transfer specifically includes the powers or conveys title to the property described. A power of sale not revocable by death of the grantor or donor may be exercised after his death in the same manner and to the same extent as though the grantor or donor were in life; and it shall not be necessary in the exercise of the power to advertise or sell as the property of the estate of the deceased nor to make any mention of or reference to the death.

2. O.C.G.A. § 23-2-115 – When Private Sale Authorized.
Unless expressly limited in a will, deed, or other instrument creating a power of sale or unless specifically otherwise provided in such instrument, a power of sale conferred upon an executor, trustee, guardian, or attorney in fact shall authorize a private sale by the executor, trustee, guardian, or attorney in fact, with or without advertisement and on such terms and conditions as the donee of the power may deem advisable, without the necessity of applying for leave to sell or obtaining any order therefor from any court; provided, however, that this Code section shall not apply to powers of sale in security deeds, mortgages, trust deeds, bills of sale, and other instruments conveying property or creating a lien thereon, to secure a debt or debts.

b. Notice:

1. O.C.G.A. § 44-14-162.2 – Notice:
If the property conveyed in the mortgage is used as a dwelling place by the debtor at the time the mortgage is entered into, notice of the initiation of proceedings to exercise a power of sale in the mortgage shall be given to the debtor by the secured creditor no later than 15 days before the date of the proposed foreclosure.

c. Place and Time of Sale and Advertisements:

1. O.C.G.A. § 9-13-140 – How Judicial Sales Advertised; Description of Property:
The basic requirements are that the advertisement be published weekly for four seeks and that it includes the legal description of the property to be sold.

2. O.C.G.A. § 10-1-393 – Unfair or Deceptive Practices in Consumer Transactions Unlawful:
Advertisements claiming to assist homeowners during foreclosure are prohibited.

3. O.C.G.A. § 44-14-162 – Sales Made on Foreclosure Under Power of Sale; Manner of Advertisement and Conduct Necessary for Validity:
No sale of real estate under powers contained in mortgages, deeds, or other lien contracts shall be valid unless the sale shall be advertised and conducted at the time and place and in the usual manner of the sheriff's sales in the county in which such real estate or a part thereof is located and unless notice of the sale shall have been given as required by Code Section 44-14-162.2. If the advertisement contains the street address, city, and ZIP Code of the property, such information shall be clearly set out in bold type. In addition to any other matter required to be included in the advertisement of the sale, if the property encumbered by the mortgage, security deed, or lien contract has been transferred or conveyed by the original debtor to a new owner and an assumption by the new owner of the debt secured by said mortgage, security deed, or lien contract has been approved in writing by the secured creditor, then the advertisement should also include a recital of the fact of such transfer or conveyance and the name of the new owner, as long as information regarding any such assumption is readily discernable by the foreclosing creditor. Failure to include such a recital in the advertisement, however, shall not invalidate an otherwise valid foreclosure sale.

d. Confirmation of Sale and Deficiency Judgments:

O.C.G.A. § 44-14-161 – When Deficiency Judgment Allowed; Confirmation and Approval:
Provision is made by statute for confirmation of nonjudicial sales under power foreclosing mortgages, but only as a prerequisite to a deficiency judgment for the unpaid balance of the secured indebtedness.Pursuing confirmation and approval for purpose of seeking deficiency judgment may have the result that the court may dismiss the sale if it finds that the property did not bring its true market value at the sale.

2. Case Law:

a. Constitutionality:

Scott v. Paisley, 271 U.S. 632 (1926) United State Supreme Court sustained a Georgia power of sale foreclosure against constitutional attacks by the mortgagor.

b. Power in General; Strict Construction:

Plainville Brick Co. v. Williams, 170 Ga. 75 (1930) A power to a mortgagee to sell property mortgaged on failure of the mortgagor to pay the debt at its maturity is a lawful power and is irrevocable, and this power may be exercised against the mortgagor and those claiming under him either by deed or as purchasers at a judicial sale under process to which the mortgage is superior in its lien.

Cordele Banking Co. v. Powers, 217 Ga. 616 (1962) Powers of sale contained in deeds to secure a debt and instruments of similar nature are strictly construed and must be fairly exercised. In construing such instruments the words employed to express the intention of the parties will be given their ordinary signification, and where the language of the document is plain, its meaning will not be extended by interpretation.

c. Adequate Price Required; Good Faith:

Kennedy v. Gwinnett Com. Bank, 155 Ga. App. 327 (1980) The foreclosing party has a duty to obtain that amount which results from a sale conducted according to the terms of the deed and in good faith. In determining whether this duty under a power of sale has been breached the focus is on the manner in which the sale was conducted and not solely on the result of the sale. But the foreclosing party is not an insurer of the results of his exercise of the power of sale; his only obligation is to sell according to the terms of the deed in good faith and to obtain the amount produced by such a sale.

d. Notice and Advertisement Period:

Southeastern Newspaper Corp. v. Griffin, 245 Ga. 748 (1980)The advertisement must be published in a newspaper which is published in the county in whch the property is located.
Bush v. Growers' Fin. Corp., 176 Ga. 99 (1932)Where a security deed stipulates that the land may be sold after "first advertising the same once a week for four successive weeks," the notice may provide a time for the sale other than the day provided for public sale.
Arrington v. Reynolds, 255 Ga. App. 291 (2002)It is not necessary to show that the borrower actually received the requisite 15-day notice under OCGA § 44-14-162.2. The fact that the certified letter was properly addressed and mailed is sufficient. Failure to accept registered or certified mail is equivalent to receipt in this context.
Gunter v. Tucker Fed. S. & L. Ass'n, 237 Ga. 806 (1976)Junior lienholders and mortgagees are not entitled to any notice of sale except through publication.

e. Distribution of Proceeds:

Cochran v. Bank of Hancock County, 118 Ga. App. 100 (1968)After applying the funds to the cost of the sale, attorney's fees, and the interest and principal of the indebtedness, it is the mortgagee's duty to pay over any surplus money to the mortgagor or his assignee.

f. Junior Lienholders:

East Atlanta Bank v. Limbert, 191 Ga. 486 (1941)Surplus funds retain the character of real estate insofar as junior lienholders whose liens were divested by the sale are concerned; and a materialman may maintain a suit to foreclose his claim of lien and subject the surplus funds.

g. Deficiency and Personal Liability of Mortgagor:

Motz v. Alropa Corp., 192 Ga. 176 (1941) One who accepts a deed from the mortgagor containing an assumption for the mortgage, and enters into possession thereunder, becomes personally liable for the mortgage debt, including any deficiency after

foreclosure.
Calhoun v. Phoenix Mut. Life Ins. Co., 46 Ga. App. 807 (1933) Where a foreclosure sale brings less than enough to cover the secured debt, attorney's fees, and costs, a judgment may be rendered against the mortgagor or other person liable for the indebtedness for any amount of the debt remaining due after proper credits are made.
National Bondholders Corp. v. Cheeseman, 190 Ga. 166 (1940) In sales under power in the mortgage, such a deficiency judgment must be obtained in personam on the secured note.
Powers v. Wren, 198 Ga. 316 (1944) A sale under power will bar any claim fore deficiency judgment where it is not confirmed by the superior court in a proceeding filed within 30 days.

Secondary Sources

1. Books and Treaties:

a. Ga. Real Estate Finance and Foreclosure Law §§ 8.1 through 8.11 (4th ed.).

b. 2 Ga. Real Estate Law & Procedure §§ 20-51 to 20-60 (6th ed.).

2. Legal Encyclopedias:

a. C.J.S., Mortgages §§ 473, 490 to 500, 506 to 511, 515, 551 to 554, 557, 575, 626 to 689.3 Ga. Jur. Property § 32:29 to 32:79 – Nonjudicial Foreclosure.

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Judicial Foreclosure

General Notes

Rarely used in Georgia

Occurs primarily in 4 situations:

(1) When the underlying security documents do not authorize a power of sale foreclosure.

(2) When there is likelihood that an absolute deed transaction or conditional sales transaction will be construed to be an equitable mortgage.

(3) When the creditor elects to proceed with a suit on the note and judicial foreclosure thereby avoiding the confirmation requirements which are prerequisites to a deficiency action following a power of sale foreclosure.

(4) When, for strategic reasons, the creditor wishes to avoid procedural challenges which may be attendant upon nonjudicial foreclosure.

Secondary Sources

Books and Treaties:

a. Ga. Real Estate Finance and Foreclosure Law §§ 7.1 through 7.3 (4th ed.).
b. 2 Ga. Real Estate Law & Procedure §§ 20-61 to 20-64 (6th ed.).

Primary Sources

1. Statutes:

a. Methods of Judicial Foreclosure:

1. Petition for Rule Nisi: O.C.G.A. § 44-14-180 – Manner of Foreclosing; Petition; Rule; Venue.
Mortgagee may petition the superior court for a rule nisi, with publication and personal service on the mortgagor, and in the absence of an answer and a successful defense, will be given a judgment for the amount due ordering a sale of the mortgaged property by the sheriff.

2. Ordinary Suit for General Judgment In Personam: O.C.G.A. § 44-14-210 – Execution and Recordation of Quitclaim Deed Following Judgment; Levy and Sale; Disposition of Proceeds; Notice:
Mortgagee may file an ordinary suit for a general judgment in personam on the mortgage debt, with an added prayer for a special lien on the mortgaged property.

3. Foreclosure in Equity: O.C.G.A. § 44-14-49 – Right of Holder of Mortgage to Foreclose in Equity:
The mortgage holder may foreclose in equity in accordance with the general rules governing equitable proceedings, and it is not necessary to allege any special grounds for equitable intervention.

b. Effect on Inferior Liens and Taxes:

O.C.G.A. § 44-14-530 – Manner of Foreclosure; Attachment of Lien; Proceeds of Judicial Sale; Trial of Claim; Damages; Effect of Delivery of Possessions:

A valid judicial foreclosure whether at law or equity will cut off all inferior liens against the mortgaged property.

O.C.G.A. § 48-2-57 – Effect of Judicial Sale on State Tax Lien:
A sale of property under legal process shall not divest the state of its tax liens.

2. Case Law:

a. Effect on Inferior Liens and Taxes:

DeGive v. Meador & Tumlin, 51 Ga. 160 (1874) A valid judicial foreclosure whether at law or equity will cut off all inferior liens against the mortgaged property.

Lively v. Oberdorfer, 216 Ga. 673 (1961)Junior liens may still be asserted against any surplus funds arising from the sale.

Empire Cot. Oil Co. v. Park, 147 Ga. 618 (1918)Taxes due the federal government, or the state or one of its political subdivisions, are not divested by a judicial sale.

b. Deficiency and Personal Liability of Mortgagor:

Motz v. Alropa Corp., 192 Ga. 176 (1941) One who accepts a deed from the mortgagor containing an assumption for the mortgage, and enters into possession thereunder, becomes personally liable for the mortgage debt, including any deficiency after foreclosure.

Calhoun v. Phoenix Mut. Life Ins. Co., 46 Ga. App. 807 (1933) Where a foreclosure sale brings less than enough to cover the secured debt, attorney's fees, and costs, a judgment may be rendered against the mortgagor or other person liable for the indebtedness for any amount of the debt remaining due after proper credits are made.

Block v. Allen, 99 Ga. 417 (1896) In a judicial foreclosure, such a deficiency judgment may be rendered in the final decree.

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Setting Aside Foreclosure

Primary Sources

1. Statutes:

a. Time To Sue:

O.C.G.A. § 44-5-164 – When Adverse Possession for 7 Years Confers Title:
Seven years' adverse possession under color of title will preclude any recovery of the land by the mortgagor.

O.C.G.A. § 44-14-42.1 – Redemption of Property by Mortgagor:
A mortgagee in possession without a legal foreclosure is protected against any attempt to redeem after ten years from the sale.

2. Case Law:

a. "Does Equity" Doctrine:

Reardon v. Bland, 206 Ga. 633 (1950)A stringent practice has grown up in the Georgia courts of denying all relief against illegal foreclosures until the petitioner "does equity" by paying or tendering the full amount of the secured indebtedness.

b. Grounds for Setting Aside:

Coats v. Jones, 142 Ga. 237 (1914) (sheriff's sale); Plainville Brick Co. v. Williams, 170 Ga. 75 (1930) (sale under power) A foreclosure sale, whether made under judicial process or under a power of sale, will not be allowed to stand where the requirements of the law or of the mortgage itself have not been obeyed, and such noncompliance resulted in injury to the mortgagor or those claiming under him.Such a sale should be set aside where:

-the indebtedness is not justly due;
-the mortgagor is not actually in default;
-the sale was not properly advertised;
-the sale was not conducted in the manner required by law;
-the mandatory procedural requirements are not met;
-the bidding has been chilled through no fault of the mortgagor by pending litigation;
-the bidding has been chilled through no fault of the mortgagor by acts of the mortgagee;
-the price bid is grossly inadequate.

Such a sale will not be set aside for:

-mere irregularities;
-waiver of default;
-other matters not chargeable to a bona fide purchaser;

-mere inadequacy of price standing alone.

c. Burden of Proof:

All Fleet Refinishing, Inc. v. West Georgia Nat. Bank, 280 Ga. App. 676 (2006) To sustain a claim of

wrongful foreclosure under Georgia law a debtor must show:
(1) The lender owed a duty to the debtor;
(2) This duty was breached;
(3) The breach caused harm; and
(4) Damages were incurred as a result of the breach.

Secondary Sources

Books and Treaties

2 Ga. Real Estate Law & Procedure §§ 20-65 to 20-67 (6th ed.).

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Effect of Foreclosure on Third Parties

Primary Sources

1. Statutes:

a. Effect on Inferior Liens and Taxes:

O.C.G.A. § 44-14-530 – Manner of Foreclosure; Attachment of Lien; Proceeds of Judicial Sale; Trial of Claim; Damages; Effect of Delivery of Possessions:

A valid judicial foreclosure whether at law or equity will cut off all inferior liens against the mortgaged property.

O.C.G.A. § 48-2-57 – Effect of Judicial Sale on State Tax Lien:

A sale of property under legal process shall not divest the state of its tax liens.

b. Effect on Foreclosure Sale Purchaser of Condominium Unit:

O.C.G.A. § 44-3-80 – Allocation – Liability for Common Expenses; How Assessments Made:

A foreclosure sale purchaser, at the foreclosure of a first priority mortgage on a condominium, takes the property free and clear of all such condominium liens which arose prior to the effective date of the sale.

2. Case Law:

a. Effect on Junior Lienholders:

East Atlanta Bank v. Limbert, 191 Ga. 486 (1941)Surplus funds retain the character of real estate insofar as junior lienholders whose liens were divested by the sale are concerned; and a materialman may maintain a suit to foreclose his claim of lien and subject the surplus funds.

DeGive v. Meador & Tumlin, 51 Ga. 160 (1874) A valid judicial foreclosure whether at law or equity will cut off all inferior liens against the mortgaged property.

Lively v. Oberdorfer, 216 Ga. 673 (1961) Junior liens may still be asserted against any surplus funds arising from the sale.

Empire Cot. Oil Co. v. Park, 147 Ga. 618 (1918)Taxes due the federal government, or the state or one of its political subdivisions, are not divested by a judicial sale

b. Lease Senior to Mortgage or Deed to Secure a Debt:

Padgett v. Butler, 84 Ga. App. 297 (1951) A lease which is senior to a mortgage or deed to secure a debt is unaffected by foreclosure of such interest, unless an express subordination agreement or the terms of the lease require subordination to the mortgage or deed to secure a debt are included in the lease.

c. Lease Junior to Mortgage or Deed to Secure a Debt:

Mattlage v. Mulherin's Sons & Co., 106 Ga. 834 (1899) A lease which is entered into subsequent to the transfer of a security interest is subject to termination by foreclosure.

Diner One, Inc. v. Bank South, N.A., 219 Ga. App. 702 (1995) Upon foreclosure of a senior mortgage or deed to secure a debt, the lessee under a subordinate lease becomes a tenant at sufferance of the foreclosure sale purchaser.

Reilly v. Firestone Tire and Rubber Co., 764 F.2d 167 (3d Cir. 1985) A "nondisturbance agreement" between a creditor and a lessee prior to a foreclosure may alter the rights of the lessee and the effect of the foreclosure.

Secondary Sources

Books and Treaties:

Ga. Real Estate Finance and Foreclosure Law §§ 10.1 through 10.5 (4th ed.).

Additional Sources

1. Books and Treaties:

    a. 1-13 Debtor-Creditor Law Foreclosure Defense (2007).

    b. 6-51 Debtor-Creditor Law Mortgage Foreclosure (2007).

    c. 4-37 Powell on Real Property Mortgages and Mortgage Foreclosures §§ 37.01 to 37.51 (2005).

    d. Restatement (Third) of Property (Mortgages) Foreclosure (1997).

2. Blogs:

    "Tenants Rights When the Landlord is in Foreclosure." http://rentalforeclosure.com/blog/?p=4

    3. Interest Groups and Associations:

        Legal Assistance Resource Center of Connecticut:

        "Is Your Landlord Going Through Foreclosure?" http://www.larcc.org/pamphlets/housing/is_landlord_foreclosing.htm

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Additional General Sources

Georgia Law Journals

1. Jill Pride Anderson, *Lender Liability for Breach of The Obligation of Good Faith Performance*, 36 Emory L.J. 917 (Summer 1987).

2. Jo Anne Bradner, *The Secondary Mortgage Market and State Regulation of Real Estate Financing*, 36 Emory L.J. 971 (Summer 1987).

3. Daniel T. Brennan and William J. Sheppard, *Real Property*, 52 Mercer L. Rev. 383 (Fall 2000).

4. Linda S. Finley, *Real Property*, 59 Mercer L. Rev. 371 (Fall 2007).

5. Anne-Marie Motto, *Skirting the Law: How Predatory Mortgage Lenders are Destroying the American Dream*, 18 Ga. St. U.L. Rev. 859 (Spring 2002).

6. David J. Weiner, *Assignee Liability in State Predatory Lending Laws: How Uncapped Punitive Damages Threaten the Secondary Mortgage Market*, 55 Emory L.J. 535 (2006).

Internet Sources

Nolo Press:

http://www.nolo.com

Interest Groups and Associations on the Internet

1. American Foreclosure Specialists:

    http://www.afscanhelp.com/

2. Atlanta Legal Aid Society:

    http://www.atlantalegalaid.org/

3. Legal Assistance Resource Center of Connecticut:"

    About Foreclosure: A Homeowner's Guide to What it is, How it Works, and Options You May Have."
    http://www.larcc.org/pamphlets/housing/about_foreclosure.htm

4. LegalAid-GA.org:

http://www.legalaid-ga.org/GA/index.cfm

5. United States Foreclosure Law:

http://www.foreclosurelaw.org/

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