

DEC-22-2008 15:51
DEC. 22. 2008 3:40PM

TRADITIONAL TITLE
MORRIS HARDWICK SCHNEIDER

P.011/014
NO. 610 P. 11/29

BOOK PAGE
009070 0333

DUGH 015914
FILED IN OFFICE
04/04/2006 10:36 AM
BK: 9070 PG: 333-338
JUDITH A LEWIS
CLERK OF SUPERIOR COURT
HENRY COUNTY

SWB FILE NO. 06-0403

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SMITH, WELCH & BRITTAIN
ATTORNEYS AT LAW
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MCDONOUGH, GEORGIA 30253
(770)957-3937

DEED TO SECURE DEBT

STATE OF GEORGIA, COUNTY OF HENRY.

THIS INDENTURE, made the 31st day of March, in the year two thousand and six, between RANDALL C. GIBBY of the County of Henry, and State of Georgia, hereinafter called Grantor, and FIRST GEORGIA COMMUNITY BANK, 150 COVINGTON STREET, JACKSON, GEORGIA 30233 hereinafter called Grantee:

WITNESSETH, that Grantor for and in consideration of the sum of One Million Nine Hundred Fifty Five Thousand One Hundred and 00/100 Dollars (\$1,955,100.00) in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee, Grantee's heirs, successors and assigns, the following described property, to-wit:

All that tract or parcel of land lying and being in Land Lots 198 and 199 of the 6th District of Henry County, Georgia, being Lots 1, 3, 4, 5, 8, 9, 10, 11, 53, 54, 55, and 95 of Steele Forest, as shown on plat of Steele Forest, prepared by Alexander Zeiger, Georgia Registered Land Surveyor No. 2530, dated July 1, 2005, recorded in Plat Book 41, Pages 91-93, Henry County Records. The description of said property as contained on said plat is hereby incorporated herein and by reference made a part hereof.

TO HAVE AND TO HOLD the said bargained premises with all and singular the rights, members and appurtenances thereto appertaining, to the only proper use, benefit and behoof of Grantee, Grantee's heirs, executors, administrators, successors and assigns, in fee simple; and Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee, Grantee's heirs and assigns, against the claims of all persons whomsoever, except as may be otherwise expressly stated herein.

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This conveyance is to be construed under the existing laws of the State of Georgia as a deed passing title, and not as a mortgage, and is intended to secure the payment of all sums secured hereby, the debt hereby secured being:

One note of even date herewith from RANDALL C. GIBBY to FIRST GEORGIA COMMUNITY BANK in the original principal amount of \$1,955,100.00, with the rate and terms of payments being fully set out in said note with the final payment of the principal and interest, if not sooner paid, being due and payable on 31st day of March, 2007.

It is the intention of the parties to create a perpetual or indefinite security interest in the real property described herein pursuant to O.C.G.A. 44-14-80(a)(2). If a maturity date is set forth herein, title shall not revert to the grantor for a period of 7 years from said maturity date. If no maturity date is set forth herein, title shall not revert to grantor for a period of 20 years from the date of this conveyance.

Grantor hereby further covenants and agrees with Grantee that the Note shall be paid according to the tenor thereof and all other sums now or hereafter secured hereby promptly as the same shall become due.

This deed secures, in addition to the indebtedness evidenced by the Note, all renewals, extensions, and substitutions and modifications thereof, all other and further indebtedness of any amount which is now or may be hereafter owed by a Grantor to Grantee, whether individually or jointly with others not parties hereto, and whether direct or indirect, as maker, endorser, guarantor, surety, or otherwise, and all costs of collection including attorneys' fees in the amount of fifteen percent (15%) of the indebtedness secured hereby if collected by law or through an attorney at law.

TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN GRANTOR

If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Grantor is sold or transferred and Grantor is not a natural person) without Grantee's prior written consent, Grantee may, at its option, require immediate payment in full of all sums secured by this Security Instrument. If Grantee exercises this option, Grantee shall give Grantor notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Grantor must pay all sums secured by this Security Instrument. If Grantor fails to pay these sums prior to the expiration of this period, Grantee may invoke any remedies permitted by this Security Instrument without further notice or demand on Grantor.

Upon payment of all debts hereby secured this security deed shall be cancelled and surrendered pursuant thereto.

As further security for the debt herein described, Grantor hereby sells, assigns, set over and transfers to the Grantee all of the rent which shall hereafter become due or be paid for the use of the above described property, reserving only the right to the Grantor to collect said rents so long as there is no default in the obligations of the Grantor under this deed or in payment of the debt hereby secured. In the event of such default in said debt or any part thereof, principal or interest, or in the performance of any obligation of the Grantor under this deed, Grantee may enter upon said premises and collect the rents therefrom and the Grantee is hereby constituted and appointed as Grantor's agent

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assigns, shall be binding and conclusive upon Grantor, and the heirs, executors, administrators, successors and assigns of Grantor, and that the conveyance to be made by Grantee or assigns, shall be effectual to bar all equity of redemption of Grantor, or the successors in interest of Grantor, in and to said premises, and Grantee or assigns, shall collect the proceeds of such sale, and after reserving therefrom the entire amount of principal and interest due, together with the amount of any taxes, assessments and premiums of insurance or other payment theretofore paid by Grantee, with interest at the maximum rate per annum permitted by law from the date of payment, together with all costs and expenses of sale and fifteen per centum of the aggregate amount due for attorney's fees, shall pay any over-plus to Grantor, or to the heirs or assigns of Grantor as provided by law, or to such other person as may be legally entitled thereto.

The power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise and are granted as cumulative to the remedies for collections of said indebtedness provided by law.

No right, power or remedy conferred upon or reserved to Grantee by this Deed is intended to be exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law or in equity or by statute.

This deed and the note or notes hereby secured shall be deemed and construed to be contracts executed and to be performed in Georgia.

This deed is executed as a first encumbrance upon the above described premises and for the purpose of securing the items herein described; and if any of the money so advanced by the Grantee and secured hereby is used to pay and/or cancel any encumbrances upon the above described premises, it is agreed that the holder of this deed and of the indebtedness hereby secured shall be subrogated to all the right, title and lien held by the encumbrancers under the said encumbrances so paid off and/or cancelled.

IN WITNESS WHEREOF, Grantor has hereto set his hand(s) and seal(s) the day and year first above written.

Signed, sealed and delivered
in the presence of:

Unofficial Witness

Notary Public

My commission expires:


RANDALL C. GIBBY (SEAL)

