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Deed Book 10972 Pg 382
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Penalty \$0.00 Interest \$0.00
Patty Baker
Clerk of Superior Court Cherokee Cty, GA

C102699

Form No. 205 DEED TO SECURE DEBT (Long Form)

STATE OF GEORGIA, County of CHEROKEE

THIS INDENTURE, Made the 31st day of March, 2010, between

DAVID DWIGHT LAIRD and JANICE SUE LAIRD

of the County of CHEROKEE, and State of Georgia, as party or parties of the first part, hereinafter called Grantor, and

Steven & Ronna Guinness, P.O. Box 767002, Roswell, GA 30076

as party of the second part, hereinafter called Grantee:

WITNESSETH, That Grantor, for and in consideration of the sum of **Ninety-Five Thousand and 00/100 (\$95,000.00) DOLLARS** 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, sell, alien, convey and confirm unto the said Grantee, its successors and assigns, the following described property, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

SUBJECT TO ALL EASEMENTS, RESTRICTIONS AND PROTECTIVE COVENANTS OF RECORD.

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, their 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, their Successors and assigns against the claims of all persons whomsoever, except as may be otherwise expressly stated herein.

This conveyance is made under the provisions of Chapter 67-13 (Conveyances to Secure Debt) of the 1933 Code of Georgia, and upon payment of the debt hereby secured this security deed shall be canceled and surrendered pursuant thereto, the debt hereby secured being evidenced by that certain Promissory Note of even date herewith, made by Grantor and payable to the order of Grantee, in the aggregate principal sum of **Ninety-Five Thousand and 00/100 (\$95,000.00) DOLLARS** and interest as therein provided, said interest and principal being payable as provided in said note, the terms and provisions of which are hereby incorporated in this instrument by reference, with the final installment on said note being due and payable on or before April 1, 2035, as set forth in Note, and any and all renewals, extensions or modifications of said note, either in whole or in part, and all indebtedness now or hereafter owing by Grantor to Grantee however or whenever created or incurred, or any renewal of the whole or any part thereof and any and all other indebtedness now due by Grantor to Grantee or hereafter incurred by Grantor, whether directly or indirectly, as principal, endorser, guarantor, or otherwise.

Grantor covenants and agrees with Grantee that Grantor shall not sell, transfer, convey, assign, alienate, grant a leasehold interest of more than three (3) years, or grant any leasehold interest containing an option to purchase for all or any part of the real property conveyed hereunder or any interest therein without Grantee's prior written consent. Grantor further covenants and agrees that any such action by Grantor without Grantee's prior written consent shall, at the election of the Grantee, constitute a default and render the entire debt secured hereby immediately due and payable.

It is agreed that the Grantee shall be subrogated to the claims and liens of all parties whose claims or liens are discharged or paid with the proceeds of the loan secured hereby.

As further security for the debt herein described, Grantor hereby sells, assigns, sets 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 of 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 and attorney in fact to collect such rents by any appropriate proceedings, and Grantee is authorized to pay a rental or real estate agent five percent (5%) commission for collecting such rents. The net amount of rent so collected shall be applied towards the debt hereby secured.

And the said Grantor hereby covenants, for so long as said indebtedness, or any part thereof, shall remain unpaid, to keep said premises in as good condition as they now are; to pay all taxes and assessments that may be liens upon said premises, as they become due; and to keep the improvements on said premises insured in company or companies acceptable to said Grantee against loss or damage by fire or lightning in the sum of at least one hundred percent (100%) of the value of the insurable improvement with loss, if any, payable to said Grantee, and shall deliver the policies of insurance to the said Grantee; and that any tax, assessment, or premium of insurance, not paid when due by the Grantor, may be paid by the Grantee, and any sum so paid shall be added to the amount of said principal debt as part thereof, shall draw interest from the time of said payment at the rate of eight per centum per annum, and shall, with interest, be covered by the security of this deed. And should the said Grantee receive any money for damages covered by insurance, such money may be retained and applied toward the payment of any amount hereby secured or may be paid over, either wholly or in part, to the said Grantor to enable said Grantor to repair or replace improvements, or for any other purpose, without affecting the lien of this deed for the full amount secured hereby before such damage or such payment took place.

Time being of the essence of this contract, the Grantee shall have the right to accelerate the maturity of the debt hereby secured, by declaring the entire debt to be in default and immediately due and payable, upon the failure of Grantor to make any payment when due, pursuant to the note hereby secured, or upon failure of Grantor to perform any obligation or make any payment required of Grantor by the terms of this deed.

This security interest will not secure some other debt if a disclosure must be made with respect to such debt of the existence of this security interest and such disclosure is not given as required by law. This security interest also will not secure any other debt, if any person is entitled to a notice of the right to rescind such debt unless the notice is given as provided by law.

And Grantor further covenants and agrees that the possession of said premises, during the existence of said indebtedness, by Grantor, or any persons claiming under Grantor, shall be that of tenant under Grantee, or assigns, during the due performance of all of the obligations aforesaid, and that in case of a sale under the power as hereinafter provided or by foreclosure by process of law. Grantor, or any person in possession under Grantor, shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed, in accordance with the provisions of law applicable to tenants holding over.

In the event of default in the indebtedness hereby secured, either in due course or by acceleration as herein provided, or in the event of default in the performance of any of the obligations required of the Grantor by the terms of this deed, the Grantee shall be entitled to have a receiver appointed for the property herein described, in connection with or as a part of any proceeding to foreclose this deed or to enforce any of its terms or the collection of all or any part of said debt and Grantor agrees to the appointment of such receiver without proof of insolvency or other equitable grounds and hereby appoint the Grantee as attorney in fact with authority to consent for the Grantor to the appointment of such receiver.

In case the debt hereby secured shall not be paid when it becomes due by maturity in due

course, or by reason of a default as herein provided, Grantor hereby grants to Grantee and assigns, the following irrevocable power of attorney: To sell the said property at auction, at the usual place for conducting sales at the Court House in the County where land or any part thereof lies, in said State, to the highest bidder for cash, after advertising the time, terms and place of such sale once a week for four weeks immediately preceding such sale (but without regard to the number of days) in a newspaper published in the County where the the land lies, or in the paper in which the Sheriff's advertisements for such County are published, all other notice being hereby waived by Grantor, and Grantee or any person on behalf of Grantee, or assigns, may bid and purchase at such sale and thereupon execute and deliver to the purchaser or purchasers at such sale a sufficient conveyance of said property in fee simple, which conveyance shall contain recitals as to the happenings of the default upon which the execution of the power of sale herein granted depends, and Grantor hereby constitutes and appoints Grantee and assigns, the agent and attorney in fact of Grantor to make such recitals, and hereby covenants and agrees that the recitals so to be made by Grantee, or assigns, shall be binding and conclusive upon Grantor, and the heirs, executors, administrators 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 payments, therefore paid by Grantee, with eight per centum per annum thereon from 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.

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

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

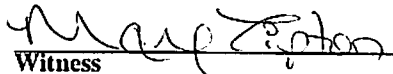
This deed is executed as a first encumbrance upon the above described premises and for the purpose of securing the items herein described; and if any of the money so advanced by the Grantee and secured hereby is used to pay and/or cancel any encumbrances upon the above described premises, it is agreed 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 encumbrances under the said encumbrances so paid off and/or canceled.

IN WITNESS WHEREOF, Grantor has hereto set their hand and seal the day and year first above written.

Signed, sealed and delivered
in the presence of:



DAVID DWIGHT LAIRD (Seal)



Witness



JANICE SUE LAIRD (Seal)



NOTARY PUBLIC, _____ County

(Seal)



EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lot 161 of the 22nd Land District, 2nd Section of Cherokee County, Georgia, containing 2.31 acres, more or less, according to a Plat of Survey for Brandon O'Bryant dated September 7, 1999, and recorded in Plat Book 60, Page 132, Cherokee County, Georgia, Deed Records, which plat of survey is incorporated herein by reference for a more complete and accurate description of the property conveyed.

Also conveyed is a non-exclusive perpetual easement over, across and through an existing dirt drive having a 50-foot right of way running in a westerly and northwesterly direction from the western right of way of Georgia Highway No. 108 (variable right of way). This easement is granted for the purpose of providing the grantees a means of ingress and egress to said property and shall bind Grantors, their heirs, administrators, successors and assigns. This easement is not exclusive to Grantees, but is non-exclusive and perpetual and similar easements may have heretofore or may hereafter be granted to other parties.

Also conveyed herewith is a 2000 Palm Harbor 28 X 56 manufactured home, Serial Number PH164590, which is permanently attached to and made a part of the real property.

Two handwritten signatures in black ink. The signature on the left is a stylized, cursive name, possibly 'D.P.'. The signature on the right is also cursive and appears to be 'J.S.'.

GEORGIA

LOAN #:

GRANTOR: DAVID DWIGHT LAIRD and JANICE SUE LAIRD

LENDER: Steven & Ronna Gulness

DATE OF SECURITY DEED: March 31, 2010

WAIVER OF BORROWER'S RIGHTS

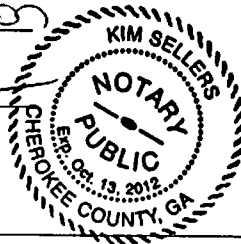
BY EXECUTION OF THIS PARAGRAPH, GRANTOR EXPRESSLY: (1) ACKNOWLEDGES THE RIGHT TO ACCELERATE THE DEBT AND THE POWER OF ATTORNEY GIVEN HEREIN TO LENDER TO SELL THE PREMISES BY NONJUDICIAL FORECLOSURE UPON DEFAULT BY GRANTOR WITHOUT ANY JUDICIAL HEARING AND WITHOUT ANY NOTICE OTHER THAN SUCH NOTICE AS IS REQUIRED TO BE GIVEN UNDER THE PROVISIONS HEREOF; (2) WAIVES ANY AND ALL RIGHTS WHICH GRANTOR MAY HAVE UNDER THE FIFTH AND FOURTEENTH AMENDMENTS TO THE CONSTITUTION OF THE UNITED STATES, THE VARIOUS PROVISIONS OF THE CONSTITUTION FOR THE SEVERAL STATES, OR BY REASON OF ANY OTHER APPLICABLE LAW TO NOTICE AND TO JUDICIAL HEARING PRIOR TO THE EXERCISE BY LENDER OF ANY RIGHT OR REMEDY HEREIN PROVIDED TO LENDER, EXCEPT SUCH NOTICE AS IS SPECIFICALLY REQUIRED TO BE PROVIDED HEREOF; (3) ACKNOWLEDGES THAT GRANTOR HAS READ THIS DEED AND SPECIFICALLY THIS PARAGRAPH AND ANY AND ALL QUESTIONS REGARDING THE LEGAL EFFECT OF SAID DEED AND ITS PROVISIONS HAVE BEEN EXPLAINED FULLY TO GRANTOR AND GRANTOR HAS BEEN AFFORDED AN OPPORTUNITY TO CONSULT WITH COUNSEL OF GRANTOR'S CHOICE PRIOR TO EXECUTING THIS DEED; (4) ACKNOWLEDGES THAT ALL WAIVERS OF THE AFORESAID RIGHTS OF GRANTOR HAVE BEEN MADE KNOWINGLY, INTENTIONALLY AND WILLINGLY BY GRANTOR AS PART OF A BARGAINED-FOR LOAN TRANSACTION; AND (5) AGREES THAT THE PROVISIONS HEREOF ARE INCORPORATED INTO AND MADE A PART OF THE SECURITY DEED.

READ AND AGREED BY GRANTOR:

Signed, sealed and delivered in the presence of

Mary A. Tipton
K. Sell

Notary Public



David Dwight Laird (SEAL)
DAVID DWIGHT LAIRD - Grantor

Janice Sue Laird (SEAL)
JANICE SUE LAIRD - Grantor

____ (SEAL)
- Grantor

____ (SEAL)
- Grantor

CLOSING ATTORNEY'S AFFIDAVIT

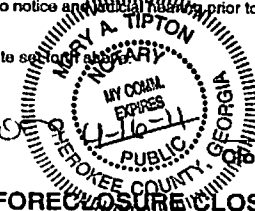
Before the undersigned attesting officer personally appeared the undersigned closing attorney, who having been first duly sworn according to law, states under oath as follows:

In closing the above loan, but prior to the execution of the Deed to Secure Debt and "Waiver of Borrower's Rights" by the Borrowers, I reviewed with and explained to the Borrowers the terms and provisions of the Deed to Secure Debt and particularly the provisions thereof authorizing the Lender to sell the secured property by a nonjudicial foreclosure under a power of sale, together with the "Waiver of Borrower's Rights" and informed the Borrowers of Borrower's rights under the Constitution of the State of Georgia and the Constitution of the United States to notice and a judicial hearing prior to such foreclosure in the absence of a knowing, intentional and willing contractual waiver by Borrowers of Borrower's rights. After said review with and explanation to Borrowers, Borrowers executed the Deed to Secure Debt and "Waiver of Borrower's Rights."

Based on said review with and explanation to the Borrowers, it is my opinion that Borrowers knowingly, intentionally and willingly executed the waiver of Borrower's constitutional rights to notice and a judicial hearing prior to any such nonjudicial foreclosure.

Sworn to and subscribed before me on the date set forth above

Mary A. Tipton
Notary Public



K. Sell
Closing Attorney

FORECLOSURE CLOSING DISCLOSURE

O.C.G.A Section 7-1-1014(3) requires that we inform you that if you fail to meet any condition or term of the documents that you sign in connection with obtaining a mortgage loan you may lose the property that serves as collateral for the mortgage loan through foreclosure.

David Dwight Laird
DAVID DWIGHT LAIRD

Janice Sue Laird
JANICE SUE LAIRD