DODGE COUNTY, GEORGIA REAL ESTATE TRANSFER TAX PAID \$ 381.60 DATE 3-24-06 PT61 045 - 2006 - 000277 Eket WALKER CLERK

GEORGIA, DODGE COUNTY THUS COURT CLERK'S OFFICE - mai 06 30 Mand recorded in Book <u>536</u> Page <u>183-</u>184 2006

Return To: Phillips and Phillips Attorneys at Law P.O. Box 192

Cochran, Georgia 31014

## WARRANTY DEED

STATE OF GEORGIA COUNTY OF DODGE

This Indenture made this 23 day of MARCH, in the year Two Thousand Six, between WILLIAM L. HINSON, of the County of Dodge, State of Georgia, as party or parties of the first part, hereunder called Grantor, and JIM BASIL YOUNG, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of TEN DOLLARS and other good and valuable considerations 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.

All that tract or parcel of land lying and being in Land Lots 185, 206 and 207 in the 19th Land District of Dodge County, Georgia, containing 338.74 acres, more or less, and being more particularly described according to a plat of survey prepared by T. Jerry Peacock, Sr., R.L.S., dated February 3, 2006, recorded in Plat Captillet 34, Slide 89, in the Dodge County Deed Records. Said plat of survey is incorporated herein in its entirety for a metes and bounds description. Said land is bounded on the northwest by property of the Christian Family LLP, northeast by property of Strickland and Butler, southeast by property of Stuckey Timberlands, Inc. and Bennett, and southwest by the Roddy Highway also known as County Road No. 195, and other property of William L. Hinson and McCook.

The property herein conveyed is subject to road right-of-ways and public utility easements.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only

proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal this day and year first above written.

Signed, sealed and delivered

County of Bleckley

Commission Expires 7-12-07

NOTARIAL SEAL

RECORDED

MAR 2 4 2006

RHETT WALKER

GEORGIA, DODGE COUNTY CLERK'S OFFICE SUFFERIOR COURT

Filed for record 34 day

of <u>700.</u> 2.06 30 Mand recorded in Boo. 536 and 185-190

9006 900 24 2006

SECURITY DEED

Bloss le Co

Upon Recording Return to

STATE OF GEORGIA BLECKLEY COUNTY Phillips & Phillips 215 Ash Street P. O. Box 192 Cochran, GA 31014

IN CONSIDERATION OF THREE HUNDRED EIGHTY ONE THOUSAND, SIX HUNDRED DOLLARS AND NO/100 DOLLARS (\$381,600.00)

To IT paid, receipt of which is hereby acknowledged, JIM BASIL YOUNG, of Bleckley County, Georgia, hereinafter referred to as Grantor, has/have this day bargained and sold and do/does hereby grant, bargain, sell and convey unto STATE BANK OF COCHRAN, a State Banking Corporation chartered under the Laws of the State of Georgia, having its principal office in the City of Cochran, Georgia, its successors, and assigns, hereinafter referred to as Grantee, the following described property, to-wit:

All that tract or parcel of land lying and being in Land Lots 185, 206 and 207 in the 19th Land District of Dodge County, Georgia, containing 338.74 acres, more or less, and being more particularly described according to a plat of survey prepared by T. Jerry Peacock, Sr., R.L.S., dated February 3, 2006, recorded in Plat Cabinet 34, Slide 9, in the Dodge County Deed Records. Said plat of survey is incorporated herein in its entirety for a metes and bounds description. Said land is bounded on the northwest by property of the Christian Family LLP, northeast by property of Strickland and Butler, southeast by property of Stuckey Timberlands, Inc. and Bennett, and southwest by the Roddy Highway also known as County Road No. 195, and other property of William L. Hinson and McCook.

The property herein conveyed is subject to road right-of-ways and public utility easements.

Grantee's mailing address:

P.O. Box 539 215 Beech St. Cochran, Ga. 31014

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The above described property includes all improvements, structures, and buildings now situated thereon and all other structures and improvements that may hereafter be erected, constructed or placed thereon.

This conveyance includes all air conditioning units, heating, plumbing (both hot and cold water and expressly covering heaters and tanks) and lighting fixtures, radio and television aerials and antennae equipment and appliances of all kinds, now or hereafter attached to or used in connection with improvements on real estate herein described.

Grantee, the successors and assigns of Grantee, to have and to hold said property and its appurtenances forever in Fee Simple.

Grantor covenants that he is lawfully seized and possessed of said described property, and has a good title thereto, and right to convey same and that same is unencumbered except as hereinbefore expressly set forth.

Grantor warrants the title to said described property unto grantee and unto the successor and assigns of Grantee, against the lawful claims of all persons whomsoever.

This conveyance is made under the provision of Chapter 44-14 (Mortgages, Conveyances to Secure Debt, and Liens) of the Official Code of Georgia Annotated, and upon payment of the debt secured hereby, this security deed shall be cancelled and surrendered pursuant thereto, the debt hereby secured being

NOTE #25993 IN PRINC AMOUNT OF \$381,600.00, PLUS A LOAN FEE IN THE AMOUNT OF \$200.00, THUS MAKING THIS SINGLE PAY NOTE TO BE DUE IN FULL ON THE MATURITY DATE OF SEPTEMBER 19, 2006.

Together with all extensions and renewals thereof in whole or part, whether evidenced by new note, extension agreement or otherwise, and together also with the other obligations herein described or referred to.

It is the intent of the parties hereto to create and establish a perpetual or indefinite security interest in the real property conveyed hereby and described herein pursuant to O. C. G. A. 44-14-80.

This instrument also secures all other amounts in which Grantor may now be or may hereafter become indebted to Grantee (whether jointly or severally), as maker, endorser, surety, guarantor, or otherwise, and howsoever such indebtedness may be evidenced.

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This instrument shall further secure any and all amounts which by contract Grantor hereafter becomes indebted to Grantee.

The debt secured by this deed shall become due and payable forthwith at the option of Grantee if the Grantor shall sell or convey the property described above without first having obtained the written consent of Grantee.

Should this deed be inferior to the lien of any other security instrument or instruments, or should it hereafter be subordinated to the lien of any other security instrument or instruments, any default by Grantor in any of the terms and conditions of such other instrument or instruments, shall give the Grantee herein, its successors and assigns the right to declare immediately due and payable the entire indebtedness hereby secured.

And Grantee shall be subrogated to all rights and liens of any persons whose charge or lien shall be paid off out of proceeds of the indebtedness above described.

Grantor agrees to keep said personal property and all improvements now or hereafter erected on said land in good condition and repair and not commit or permit waste; to promptly pay as same become due all taxes and assessments that may be liens on property covered hereby and to furnish party of the second part, if demanded, evidence of such payment; and to keep all said property and improvements fully insured against fire and storm, and against war risk if demanded, for the benefit of Grantee in such manner, amounts and companies as may be satisfactory to Grantee and promptly deliver policies of such insurance and renewals thereof, to Grantee, with evidence of payment of premiums.

The Grantor shall continually comply with and conform to all laws, ordinances. regulations, covenants, conditions and restrictions affecting the property which is hereby encumbered, and will not commit, suffer, or permit any act to be done in or upon the property in violation thereof, including, without limitation, all federal, state, and local environmental protection and pollution laws and regulations affecting the premises and the operation thereof. Further, Grantor shall not permit the manufacture, creation or disposal of any hazardous, toxic, or harmful materials, chemicals, substance or waste in, on, or about the property. Grantor, in the operation and use of the property, hereby covenants and agrees to comply, strictly and in all respects, with the requirements of any and all applicable federal and state laws and regulations, as same may be amended from time to time, as they pertain to hazardous toxic or harmful materials, chemicals, substance or waste; and Grantor hereby agrees to notify Grantee promptly of any "release" of "oil" or "hazardous materials", as those terms may be defined by such federal and state laws and regulations, upon the property. Grantor covenants and agrees that it is not, or will not become or permit any third party to be or become, involved in operations on the property which could lead to the imposition on Grantee or Grantor of liability under any such federal or state laws and regulations. Grantor further covenants and agrees to indemnify and hold Grantee harmless from and against all loss, liability, damage and expense, including, but not limited to, attorney's fees, suffered or incurred by Grantee by virtue of any assertion of federal or state lien or claim brought or filed against the Grantee, Grantor