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Macon County, Georgia
Real Estate Transfer Tex
Paid \$ 4,30
Date
Outrap Cost
A, Clerk of Superior Court

GEORGIA, MACON COUNTY
Filed in Office of Clerk of Superior Count
the Unday of 144, 2021
at 9 ANPM. Recorded in Deed
Book 589 Page 69-70
the 144 day of 144, 2021

- Clerk Deputy Clerk

(Above space for recording officer use.)

After recording return to:

File No.: P21-272

WALKER HULBERT GRAY & MOORE, LLP

P. O. Box 1770 / 909 Ball Street Perry, Georgia 31069 Attorney: JOHN W. HULBERT

STATE OF GEORGIA COUNTY OF HOUSTON

WARRANTY DEED

THIS INDENTURE, Made the 4th day of June, in the year two thousand twenty-one (2021), between

SONAL K. PATEL and BABUBHAI K. PATEL

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

ROSE CREEK PROPERTIES, LLC a Georgia limited liability company

duly organized and existing under the laws of the State of Georgia, 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).

All that tract or parcel of land situate, lying and being in the City of Marshallville, Macon County, Georgia, and being known and designated as Parcel 2, comprising 1.003 acres, and having such shapes, metes, bounds, courses and distances as are shown on a plat of survey dated June 13, 2007 and recorded in Plat Book 16, Page 33-F, Clerk's Office, Macon County Superior Court. Said plat of survey and the recorded copy thereof are hereby made a part of this description by reference thereto.

Deed Reference: Portion of Deed Book 504, Page 62, said Clerk's Office Macon County Tax Map Parcel No.: Portion of 5019A 0005Z

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 warrants and will 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, the Grantor has signed and sealed this deed, the day and year above written. Signed, sealed and delivered in the presence of: (SEAL) (SEAL) Notary Public My Commission Expires:

> RECORDED 6-9-2 JUANITA M. LAIDLER, CLERK

3 La ROES 180600PG0080

Macon County, Georgia
Paid \$ 46.00
Date 3-1-2022
Other Live Reu
Creek of Superior Count

GEORGIA, MAI Filed in Office the 15th	CON COUN e of Clerk day of	of Super	or Court	22
at <u>900</u> Book <u>60</u>	AM/PM DO day of _	. Recorder	in Deed 80-85 ch, 20	.
	79.5	exer		

After recording return to:

(Above space for recording officer use.)

File No.: P21-277

WALKER HULBERT GRAY & MOORE, LLP

P. O. Box 1770 / 909 Ball Street Perry, Georgia 31069 Attorney:

GEORGIA, HOUSTON COUNTY

DEED TO SECURE DEBT

THIS INDENTURE, Made the 25th day of February, in the year two thousand twenty-two (2022), between

ROSE CREEK PROPERTIES, LLC a Georgia limited liability company

as party or parties of the first part, hereinafter called Grantor, which terms, wherever herein used, shall include the heirs, executors, administrators, and assigns of such Grantor, and

MORRIS BANK 809 Carroll Street Perry, GA 31069

as party of the second part, hereinafter called Grantee, which terms, wherever herein used, shall include the heirs, executors, administrators and assigns of such Grantee:

A certain tract or parcel of land in the town of Marshallville, Macon County, Georgia, known as the Taylor Warehouse Property, and bounded as follows: North by the Store Building owned and occupied by the H.W. Taylor Estate in said Town; East by the Hotel Property owned by the I.F. Murph Estate; South by the Warehouse Property of F. J. Frederick; and West by the street running between the property herein conveyed and the right of way of the Central of Georgia Railway Company.

M 0600PG0081

Deed Reference: Deed Book 88, Page 86, said Clerk's Office

Macon County Tax Map Parcel No.: 5019A 0005

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, in fee simple, and 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, except as may be otherwise expressly stated herein.

This instrument is a deed passing title and is made under the provisions of the laws of the State of Georgia and upon payment of the debt hereby secured this security deed shall be cancelled and surrendered pursuant thereto, the debt hereby secured being One promissory note of even date in the amount of \$15,525.00 being due and payable in accordance with the terms contained therein with a maturity date of Feburary 25, 2027.

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

It is the intention of Grantor and Grantee to create a perpetual or indefinite security interest in the real property described in this Deed to Secure Debt pursuant to Official Code of Georgia Annotated § 44-14-80(A)(2).

Grantee shall be subrogated to the claims and liens of all persons whose claims or liens are discharged or paid with the proceeds of the loan secured hereby, or any other advances to or on behalf of Grantor.

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 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 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 the amount of indebtedness or an amount required by Grantee, 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 twelve percent per annum, and shall, with

MK0600PG0082

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.

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 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 appoints 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 Courthouse in the County where the 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 land lies, or in the paper in which the Sheriff's advertisements for such County are published, all other notice being hereby waived by the 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 theretofore paid by Grantee, with twelve percent per annum thereon from date of payment, together with all costs and expenses of sale and fifteen percent of the aggregate amount due for attorney's fees, shall pay any surplus funds to Grantor, or the heirs of assigns of

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Grantor as provided by law.

The powers and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise. All powers, rights and options herein granted are cumulative of any remedies to which Grantee may otherwise be entitled under the laws of the State of Georgia.

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

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

ROSE CREEK PROPERTIES, LLC

a Georgia limited liability company

Juliana D. Horsting,

By: Shaz H) Stephens, Mer

Signed, sealed and delivered in the presence of:

(ORGANIZATIOANL SEAL)

Notary Public

My Commission Expires:

(Notary Seal)

P21-277

Morris Bank - NMLS # 486851

\$\$0600PG0075

094-2022-000104

Mecon County, Georgia Real Estate Transfer \$ 5.90

J-/- 2022 No. 1 Walker Clerk of Superior Court

GEORGIA, MACON COUNTY

Filed in Office of Clerk of Superior Court day of

(Above space for recording officer use.)

After recording return to:

File No.: P21-277

WALKER HULBERT GRAY & MOORE, LLP

P. O. Box 1770 / 909 Ball Street Perry, Georgia 31069 Attorney:

STATE OF GEORGIA COUNTY OF HOUSTON

LIMITED WARRANTY DEED

THIS INDENTURE, Made the 25th day of February, in the year two thousand twenty-two (2022), between

SAMUEL R. GRICE, JO ANNE FAGAN HANFT and CELETTA GRICE CALLAWAY

as party or parties of the first part, hereinafter called Grantor, and

ROSE CREEK PROPERTIES, LLC a Georgia limited liability company

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 Other Good and Valuable Considerations and Ten (\$10.00) and NO/100 ----- DOLLARS, before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, alienated, conveyed and confirmed and by these presents does grant, bargain, sell, alien, convey or confirm unto the said Grantee, ALL OF MY UNDIVIDED ONE HALF (1/2) INTEREST IN AND TO OF THE FOLLOWING DESCRIBED PROPERTY, to-wit:

All that tract or parcel of land situate, lying and being in the City of Marshallville, Macon County, Georgia and being known as part of the Taylor Warehouse Property, and bounded as follows: on the North by property now or formerly owned by Turner, and by property now or formerly owned by Wayne R. Wilhite; on the East by property now or formerly owned by Kiyome McKenzie; on the South by property now or formerly owned by Andrew Pierce Skipper and property now or formerly owned by Davia Williams; and on the West by property now or formerly owned by Rose Creek Properties, LLC.

BK 0600PG 0076

Said Grantors herein being all of the children of Celetta Clarke Grice, deceased. Celetta Clarke Grice being unmarried at the time of her death and having had no other children born, living or adopted during her lifetime.

Deed Reference: Deed Book 88, Page 86, Macon County Superior Court Macon County Tax Map Parcel No.: 5019A 0005Clerk's Office

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, for itself, its successors and assigns, warrants and will, forever defend the right and title to said tract or parcel of land unto Grantee and its successors and assigns against the claims of all persons claiming by, through or under Grantor.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year above written.

(SIGNATURES TO CONTINUE ON THE NEXT PAGE)

BR0600PG0077

~	VerL.	
^ _ _	Marie X Dr.	(Seal)
SA	MUEL R. GRICE	

Signed, sealed and delivered in the presence of:

Witness Moorrees

* Induly Wern - Bradlee Moon
Notary Public
My Commission Expires: 10/14/3)

(Notary Seal)

NOTARI DE SOUTH CAROLINA SOUTH CAROL

(SIGNATURES TO CONTINUE ON THE NEXT PAGE)

K0600PG0078

Signed, sealed and delivered

in the presence of:

Notary Public
My Commission Expires:

(SIGNATURES TO CONTINUE ON THE NEXT PAGE)

MO600PG0079

X CELETTA GRICE CALLAWAY (Seal)

Signed, sealed and delivered in the presence of:

_

* Ashley CASTILL

Notary Public My Commission Expires: 12/21/24

(Notary Seal)

ASHLEY CASTILLE
My Notary ID # 130939261
Expires December 21, 2024

P21-277

RECORDED 3-1-2002 JUANITA M. LAIDLER, CLERK



eFiled & eRecorded
DATE: 2/5/2024
TIME: 12:28 PM
DEED BOOK: 00633
PAGE: 00011 - 00012
RECORDING FEES: \$25.00
TRANSFER TAX: \$15.00
PARTICIPANT ID: 6811174267,7067927936
CLERK: Juanita Laidler
Macon County, GA
PTG1: 094-2024-000054

(Above space for recording officer use.)

After recording return to:

File No.: P24-004

WALKER HULBERT GRAY & MOORE, LLP

P. O. Box 1770 / 909 Ball Street Perry, Georgia 31069 Attorney: JOHN W. HULBERT

STATE OF GEORGIA COUNTY OF HOUSTON

WARRANTY DEED

THIS INDENTURE, Made the day of February, in the year two thousand twenty-four (2024),

DAVIA WILLIAMS

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

ROSE CREEK PROPERTIES, LLC a Georgia limited liability company

duly organized and existing under the State of Georgia, 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).

All that tract or parcel of land situate, lying and being in Macon County, Georgia, and being known and designated as Parcel "W", comprising 1.50 acres, and having such shapes, metes, bounds, courses and distances as are shown on a plat of survey prepared by Lee R. Jones, Georgia Registered Land Surveyor No. 2680, dated July 1, 2014 and recorded in Plat Book 2023, Page 77, Clerk's Office, Macon Superior Court. Said plat of survey and the recorded copy thereof are hereby made a part of this description by reference thereto.

Deed Reference: Portion of Deed Book 484, Page 49, said Clerk's Office

Macon County Tax Map Parcel No.: Portion of 5019A 0006 Street Address: 140 South Street, Marshallville, Georgia 31057 eFiled & eRecorded DATE: 2/5/2024 TIME: 12:28 PM DEED BOOK: 00633 PAGE: 00012

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 warrants and will 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, the Grantor has signed and sealed this deed, the day and year above written.

Signed, sealed and delivered in the presence of:

Will Willkims (Seal)

Witness

Notary Public
My Commission Expires:

(Notary Seal)

P24-004

eFiled & eRecorded
DATE: 2/5/2024
TIME: 12:28 PM
DEED BOOK: 00633
PAGE: 00013 - 00017
RECORDING FEES: \$25.00
INTANGIBLE TAX: \$51.00
PARTICIPANT ID: 6811174267,7067927936
CLERK: Juanita Laidler
Macon County, GA

(Above space for recording officer use.)

After recording return to:

File No.: P24-004

WALKER HULBERT GRAY & MOORE, LLP

P. O. Box 1770 / 909 Ball Street Perry, Georgia 31069 Attorney: JOHN W. HULBERT

DEED TO SECURE DEBT

GEORGIA, HOUSTON COUNTY

EFFECTIVE DATE: February 02, 2024
GRANTOR(S): Rose Creek Properties, LLC
LENDER / GRANTEE(S): Mortis Bank
LENDER / GRANTEE(S): Mortis Bank
LENDER / GRANTEES MAILING ADDRESS: 809 Carroll Street, Perry, Georgia 31069
PROPERTY ADDRESS: 140 South Street, Marshallville, Georgia 31057
COUNTY: Macon
TAX MAP PARCEL NO.: 5019A 0006
LOAN AMOUNT: \$17,000.00
LOAN MATURITY DATE: February 2, 2039
INTANGIBLE TAX: \$51.00
INTANGIBLE TAX EXEMPTION: None

THIS INDENTURE, Made the 2nd day of February, in the year two thousand twenty-four (2024) between

ROSE CREEK PROPERTIES, LLC and

duly organized and existing under the laws of the State of Georgia, as party or parties of the first part, hereinafter called Grantor, which terms, wherever herein used, shall include the heirs, executors, administrators, and assigns of such Grantor, and

MORRIS BANK 809 Carroll Street, Perry, Georgia 31069

as party of the second part, hereinafter called Grantee, which terms, wherever herein used, shall include the heirs, executors, administrators and assigns of such Grantee:

 eFiled & eRecorded DATE: 2/5/2024 TIME: 12:28 PM DEED BOOK: 00633 PAGE: 00014

grant, bargain, sell, alien, convey and confirm unto the said Grantee the following described property, to-wit:

All that tract or parcel of land situate, lying and being in Macon County, Georgia, and being known and designated as Parcel "W", comprising 1.50 acres, and having such shapes, metes, bounds, courses and distances as are shown on a plat of survey prepared by Lee R. Jones, Georgia Registered Land Surveyor No. 2680, dated July 1, 2014 and recorded in Plat Book 2023, Page 77, Clerk's Office, Macon Superior Court. Said plat of survey and the recorded copy thereof are hereby made a part of this description by reference thereto.

Deed Reference: Portion of Deed Book 484, Page 49, said Clerk's Office Macon County Tax Map Parcel No.: Portion of 5019A 0006 Street Address: 140 South Street, Marshallville, Georgia 31057

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, in fee simple, and 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, except as may be otherwise expressly stated herein.

Secured Note: This instrument is a deed passing title and is made under the provisions of the laws of the State of Georgia and upon payment of the debt hereby secured this security deed shall be cancelled and surrendered pursuant thereto, the debt hereby secured being:

One Promissory Note of even date in the amount of \$17,000.00 being due and payable in accordance with the terms contained therein, with all outstanding principal and accrued interest being due and payable on February 2, 2039 ("the Maturity Date").

Due on Sale: The debt evidenced by this instrument cannot be assumed without the express written consent of Grantee. If any interest in the property is transferred or sold by Grantor without Grantee's prior written consent, Grantee may, at its option, declare all sums secured by this instrument to be immediately due and payable.

Open-End Clause: This instrument also secures all other amounts in which Grantor may now be or may hereafter become indebted to Grantee as maker, endorser, surety, guarantor, or otherwise and howsoever such indebtedness may be evidenced.

Perpetual Security Interest: By the execution of this instrument, it is the intention of Grantor and Grantee to create a perpetual or indefinite security interest in the real property described in this Deed to Secure Debt pursuant to Official Code of Georgia Annotated § 44-14-80(a)(1) or § 44-14-80(a)(2), as applicable, and agree that title to said property hereby conveyed shall not revert to Grantor until the expiration of the longest period of time permitted under whichever of said Code Sections shall be applicable to this conveyance, or, if later, the date determined in accordance with Official Code of Georgia Annotated § 44-14-80(b) or § 44-14-80(c), as applicable, if any portion or all of the secured indebtedness is extended or renewed.

<u>Subrogation:</u> Grantee shall be subrogated to the claims and liens of all persons whose claims or liens are discharged or paid with the proceeds of the loan secured hereby, or any other advances to or on behalf of Grantor.

Assignment of Leases and Rents: As further security for the debt herein described, Grantor hereby