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After recording return to: HARRISON & HORAN, P.C. 3150 GOLF RIDGE BLVD., SUITE 101 DOUGLASVILLE, GA 30135

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

Deed Doc: WI

Recorded 06/13/2013 02:51PM

Georgia Transfer Tex Paid : \$115.00

MELICA KENDRICK

Clerk Superior Court, WHITFIELD County, Ga.

(SEAL)

By: Wade King Title: Manager

Bk 05904 Pg 0098-0099

PT-1299

Noo N. Solude

#### LIMITED WARRANTY DEED

THIS INDENTURE, made the Ith day of June 2013 between CBNA-GA, LLC, as party or parties of the first part, hereinafter called Grantor, and

### DAVID HASTEY and DAVID McGUFFEY

Party or parties of the second part, hereinafter called Grantee ("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 (\$10.00) and other valuable consideration 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 being shown on Exhibit "A", attached hereto and made a part hereof.

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 Party of the first part, for it's heirs, executors and administrators will warranty and forever defend the right and title of the above described property unto the said party of the second part, its heirs and assigns against the claims of all persons when the claim is by through or under grantor, but not otherwise.

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:

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JENNIFER ROSADO
NOTARY PUBLIC, STATE OF SOUTH CARCLINA

My Commission Expires 07/13 2021

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#### **EXHIBIT** "A"

A certain tract or parcel of land lying and being in the City of Dalton, Whitfield County, Georgia, being part of City Lot 28 on the east side of Selvidge Street and being more particularly described as follows:

BEGINNING at the northeast corner of the intersection of Selvidge Street and Hawthorne Street; thence north 00 degrees 30 minutes west along the east side of said Selvidge Street, 71.85 feet to an iron pin; thence south 89 degrees 45 minutes east 127.89 feet to a chain link fence; thence south 00 degrees 13 minutes west, following said chain link fence, 71.85 feet to the north side of Hawthorne Street; thence north 89 degrees 45 minutes west, following the north right of way of said Hawthorne Street, 126.99 feet to the point of beginning.

Deed Doc: QCD

Recorded 11/25/2013 02:52PM Georgia Transfer Tax Paid: \$0.00

MELICA KENDRICK

Clerk Superior Court, WHITFIELD County, Ga.

BE 05972 Ps 0261-0262

PTUI-002447 do 6411107

For official use by Clerk's Office only

After filing, return to: Elder Law Practice of David L. McGuffey, LLC P.O. Box 2023 Dalton, Georgia 30722 (706) 428-0888

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## Quit Claim Deed

STATE OF GEORGIA COUNTY OF WHITFIELD

Address New Owner(s) David L. McGuffey P.O. Box 2023 Dalton, GA 30722

Send Tax Bills To David L. McGuffey P.O. Box 2023 Dalton, GA 30722

Map-Parcel No.

12-200-22-001

THIS QUIT CLAIM DEED, made this 25th day of November, 2013, between David Hastey, party of the first part (hereinafter referred to individually, or collectively as the case may be, as "Grantor") and David L. McGuffey, party of the second part (hereinafter referred to individually, or collectively as the case may be, as "Grantee"),

## WITNESSETH:

Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, receipt and sufficiency of which is acknowledged by all parties, does hereby grant, bargain, sell and quit-claim unto Grantee, their heirs and assigns, the following described property, to wit:

A certain tract or parcel of land lying and being in the City of Dalton, Whitfield County, being a part of City Lot 28 on the east side of Selvidge Street and being more particularly described as follows:

BEGINNING at the northeast corner of the intersection of Selvidge Street and Hawthorne Street; thence north oo degrees 30 minutes west along the east side of said Selvidge Street 71.85 feet to an iron pin; thence south 89 degrees 45 minutes east 127.89 feet to a chain link fence; thence south 00 degrees 13 minutes west, following said chain link fence, 71.85 feet to the north side of Hawthorne Street; thence north 89 degrees 45 minutes west, following the north right of way of said Hawthorne Street, 126.99 feet to the point of beginning.

This is the same property as transferred from CBNA-GA, LLC as Grantor to David Hastey and David McGuffey as Grantee represented by a Limited

Warranty Deed dated June 11, 2013 as filed with the office of the Whitfield County Clerk of Superior Court in Deed Book 05904 and Pages 0098-0099.

TOGETHER WITH all buildings, structures, and improvements thereon and all rights, members, easements, and appurtenances appertaining to the Land and and all rights, title, and interest of the Grantor in and to alleys, streets, and rights-of-way adjacent to or abutting the Land (the Land, together with the foregoing, is hereinafter referred to as the "Property");

This Quitclaim Deed, however, is subject to all easements, restrictions, rights of way and other encumbrances of record. Further, this Quitclaim relates solely to Grantor's interest in said Property and does not extinguish or otherwise alter the rights of any other party claiming an interest in said property, except to the extent such other party claims an interest by virtue of Grantor's ownership.

This Property is known as: 400 N. Selvidge Street, Dalton, GA 30720

GRANTOR AND GRANTEE ACKNOWLEDGE THAT THIS DEED WAS PREPARED FROM INFORMATION FURNISHED BY THEM. GRANTEE(S) ALSO ACKNOWLEDGE THAT NO TITLE EXAMINATION HAS BEEN MADE AND THAT NO OWNERS TITLE INSURANCE IS BEING ISSUED ON THE PROPERTY COVERED IN THIS DEED AND THE ELDER LAW PRACTICE OF DAVID L. MCGUFFEY, LLC SHALL NOT HAVE ANY LIABILITY FOR THE STATUS OF TITLE TO THE PROPERTY OR FOR THE ACCURACY OF SUCH INFORMATION.

TO HAVE AND TO HOLD said Property, together with any and all of 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 Grantee, as outlined above so that neither Grantor nor any person or persons claiming under Grantor shall at any time, by any means or ways, have claim, or demand any right or title to the Property or appurtenances, or any rights thereof whatsoever, and, if there is more than one Grantee, then creating a tenancy in common.

IN WITNESS WHEREOF, Grantor has hereunto set his or her hand and seal, the day and year first written above.

Signed, sealed and delivered In the presence of:

David Hastey

Unofficial Witness

Undificial Witness

My commission expires: 7129117

After Recording Return to: Gregory H. Kinnamon, P.C. P.O. Box 6178 Dalton, GA 30722-6178 Deed Doc: SD

Recorded 06/13/2013 02:52PM

Georgia Intangible Tax Paid: \$495.00

MELICA KENDRICK

Clerk Superior Court, WHITFIELD County, Ga.

Bk 05904 Pg 0100-0105

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### SECURITY DEED

Georgia, Whitfield County

THIS INDENTURE, made this 11th day of June, 2013, between David McGuffey and David Hastey, Grantor, and Edward M. Mowles, 224 Gray Fox Way, Dalton, GA 30720, Grantee.

#### WITNESSETH:

THAT, WHEREAS, Grantor is justly indebted to Grantee in the sum of One Hundred Sixty Five Thousand and 00/100 Dollars (\$165,000.00) in lawful money of the United States, and has agreed to pay the same, with interest thereon, according to the terms of a certain note (the "Note") given by Grantor to Grantee, bearing even date herewith, with final payment being due on July 1, 2020, the Note, by reference, being made a part hereof;

**NOW, THEREFORE,** in consideration of the premises and of the sum hereinabove set forth, Grantor has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto Grantee the following property, to-wit:

A certain tract or parcel of land lying and being in the City of Dalton, Whitfield County, being a part of City Lot 28 on the east side of Selvidge Street and being more particularly described as follows:

BEGINNING at the northeast corner of the intersection of Selvidge Street and Hawthorne Street; thence north 00 degrees 30 minutes west along the east side of said Selvidge Street 71.85 feet to an iron pin; thence south 89 degrees 45 minutes east 127.89 feet to a chain link fence; thence south 00 degrees 13 minutes west, following said chain link fence, 71.85 feet to the north side of Hawthorne Street; thence north 89 degrees 45 minutes west, following the north right of way of said Hawthorne Street, 126.99 feet to the point of beginning.

TO HAVE AND TO HOLD such property unto Grantee together with all improvements now or hereafter erected on the property and all easements, rights appurtenances, rents, profits and fixtures in fee simple (the "Property").

- Grantor shall pay to Grantee the Secured Indebtedness (as defined hereinafter) with interest thereon as in the Note and this Deed provided.
- 2. Grantor covenants that Grantor is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property, that the Property is unencumbered except as is set forth hereinafter, and that Grantor will warrant and defend generally the title to the Property against the claims of all persons whomsoever.
- 3. Grantor agrees not to sell or convey the Property herein described without the consent in writing of Grantee and in the event of violation of this covenant and agreement, then at the option of the Grantee, its successors or assigns, the whole of the principal debt herein secured shall become due and payable and may be collected by suit or by proceedings hereunder. Grantee agrees that Grantor may convey the Property subject to this Security Deed to that certain Georgia Limited Liability Company which is or will be owned by the Grantor named 400 N Selvidge, LLC.
- 4. Grantor shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Grantee requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Grantee requires. What Grantee requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Grantor subject to Grantee's right to disapprove Grantor's choice, which right shall not be exercised unreasonably. If Grantor fails to maintain any of the coverages described above, Grantee may obtain insurance coverage, at Grantee's option and Borrower's expense. Grantee is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Grantee, but might or might not protect Grantor, Grantor's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Grantor acknowledges that the cost

Deed Doc: CANC Recorded 11/12/2019 01:22PM

MELICA KENDRICK

Clerk Superior Court, WHITPIELD County, Ga.

Bk 06738 Pg 0672

400 N. Selvids

[Space above this line for recording data.]

After Recording Return to: David L. McGuffey PO Box 2023 Dalton, GA 30722-2023

# SATISFACTION OF DEED TO SECURE DEBT

## Georgia, Whitfield County

The indebtedness referred to in that certain Deed to Secure Debt from David McGuffey and David Hastey to Edward M. Mowles dated June 11, 2013, and recorded in <u>Deed Book 0504 Page 011-0105</u>, in the office of the Clerk of the Superior Court of Whitfield County, having been paid in full and the undersigned being present record holder and such owner of such deed by virtue of being the original grantee. This instrument is a Cancellation Order and the Clerk of the Superior Court is authorized and directed to cancel that deed of record as provided in Code Section 44-14-4 of the Official Code of Georgia Annotated for other mortgage cancellations.

IN WITNESS WHEREOF, this Cancellation Order has been duly executed and sealed this 14th Cotober, 2019.

Signed, sealed and delivered

in the presence of?

Unofficial Witness

Edward M. Mowle

otary Public