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CLERK: Charles Baker, C.S.C Hall County, GA

21R24508  
GARNER & KILGORE  
P.O. Box 602  
Buford, GA 30515

**LIMITED WARRANTY DEED**

STATE OF GEORGIA  
COUNTY OF GWINNETT

THIS INDENTURE made December 27, 2021, between Carolyn Clancy Markert and Phillip J. Markert, Jr., as Co-Trustees of the Family Trust under Article IV of LWT of Phillip J. Markert, Sr. dated May 3, 1996 and any amendments thereto, of the County of Hall, State of Georgia, as party or parties of the first part, hereinafter called Grantor, and Buford Dam Boat and RV Storage, LLC, 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 AND 00/100'S (\$10.00) Dollars and other good and 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, the following described property, together with all improvements located thereon, to wit:

All that tract or parcel of land lying and being in Land Lot 329 and 330 of the 7th Land District, Hall County, Georgia, being 15.923 acres, more or less, as shown on plat of survey for Mrs. M. M. Beard dated March 20, 1995, by Henry Bailey, Registered Land Surveyor, which plat is recorded in Plat Slide 770, Page 150A, Hall County Plat Records, and is incorporated herein by reference for a more complete description. LESS & EXCEPT 0.200 acre tract described in that Declaration of Taking at Deed Book 7856, Page 757-770, Hall County Records.

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 by, through and under the above named grantor.

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

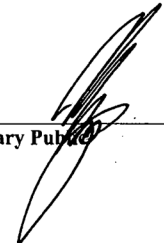
Signed, sealed and delivered in the presence of:


Carolyn Clancy Markert and Phillip J. Markert, Jr., as Co-Trustees of the Family Trust under Article IV of LWT of Phillip J. Markert, Sr. dated May 3, 1996 and any amendments thereto

  
Witness

By:  (Seal)  
Phillip J. Markert, Jr. as Attorney in Fact for Carolyn Clancy Markert as Co-Trustee

Carolyn Clancy Markert and Phillip J. Markert, Jr., as Co-Trustees of the Family Trust under Article IV of LWT of Phillip J. Markert, Sr. dated May 3, 1996 and any amendments thereto

  
Notary Public  
Jery N. Kilgore  
Notary  
Exp. Jan. 15, 2023  
Public  
Gwinnett County, GA

By:  (Seal)  
Phillip J. Markert, Jr. as Co-Trustee

FILED & RECORDED 12/28/2021 10:14 AM  
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✓ Garner & Kilgore  
P.O. Box 602  
Buford, GA 30515

**SECURITY DEED**

STATE OF GEORGIA  
COUNTY OF GWINNETT

THIS INDENTURE, made this 27th day of December, 2021, between Buford Dam Boat and RV Storage, LLC, of the State of Georgia and County of Gwinnett, Grantor, and Peoples Bank & Trust, 1899 Buford Highway, Buford, GA 30518, of the State of Georgia and County of Gwinnett, Grantee.

WITNESSETH: That, WHEREAS, Grantor is justly indebted to Grantee in the sum of Six Million Nine Hundred Ninety Three Thousand Five Hundred Seventeen and 27/100 (\$6,993,517.27) Dollars, 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, and all renewals, extensions and modifications, with final payment being due on November 27, 2024, 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:

As shown on Exhibit A, B & C attached hereto and incorporated herein by reference.

TOGETHER with all buildings, structures and other improvements now or hereafter located on the property hereinbefore described, or any part and parcel thereof; and

TOGETHER with all rights, title and interest of Grantor in and to the minerals, flowers, shrubs, crops, trees, timber and other emblements now or hereafter on said property or under or above the same or any part of parcel thereof; and

TOGETHER with all and singular the tenements, hereditaments, easements and appurtenances thereunto belonging or in any wise appertaining, and the reversion or reversions, remainder and remainders, rents issues and profits thereof; and also all the estate, right, title, interest, claim and demand whatsoever of Grantor of, in and to the same and of, in and to every part and parcel thereof; and

TOGETHER with all machinery, apparatus, equipment, fittings and fixtures, whether actually or constructively attached to said property and including all trade, domestic and ornamental fixtures, now or hereafter located in, upon or under said property or any part thereof and used or useable in connection with any present or future operation or enjoyment of said property and now owned or hereafter acquired by Grantor; and

TOGETHER with any and all awards or payments, including interest thereon, and the right to receive the same, as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade of any street, or (c) any other injury to, taking of, or decrease in the value of, the premises, to the extent of all amounts which may be secured by this deed at the date of receipt of any such award or payment by Grantee and of reasonable attorney's fees, costs and disbursements incurred by Grantee in connection with the collection of such award or payment.

TO HAVE AND TO HOLD the said premises hereby granted (all of which are collectively referred to herein as the "Premises") to the use, benefit and behoof of the Grantee, forever, in FEE SIMPLE.

Grantor warrants that Grantor has good title to the Premises, and is lawfully seized and possessed of the Premises and every part hereof, and has the right to convey same; that the Premises are unencumbered except as may be herein expressly provided; and that Grantor will forever warrant and defend the title to the Premises unto Grantee against the claims of all persons whomsoever.

This instrument is a deed passing legal title pursuant to the laws of the State of Georgia governing loan or security deeds, and is not a mortgage; and is made and intended to secure the payment of the indebtedness of Grantor to Grantee evidenced by the Note in accordance with the terms thereof, together with any and all other indebtedness now owing or which may hereafter be owing by Grantor to Grantee, however incurred and all renewal or renewals and extension or extensions of the Note or other indebtedness, either in whole or in part (all of which are collectively referred to herein as the "Secured Indebtedness"). "It is the purpose of this instrument to operate as a continuing security deed, and shall secure any indebtedness in favor of Grantee created at any time before this instrument is actually cancelled."

AND GRANTOR FURTHER COVENANTS AND AGREES WITH GRANTEE as follows:

1. Grantor shall pay to Grantee the Secured Indebtedness with interest thereon as in the Note and this deed provided.

2. Grantor shall pay, when due and payable, (a) all taxes, assessments, general or special, and other charges levied on, or assessed, placed or made against the Premises, this instrument or the Secured Indebtedness or any interest of the Grantee in the Premises or the obligations secured hereby; (b) premiums on policies of fire and other hazard insurance covering the Premises, as required in Article 3 herein; (c) premiums on all collaterally pledged life insurance policies, if any; (d) premiums for mortgage insurance, if this deed and the Note are so insured; and (e) ground rents or other lease rentals, if any, payable by Grantor. Grantor shall promptly deliver to Grantee receipts showing payment in full of all of the

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above items. Upon notification from Grantee, Grantor shall pay to Grantee, together with and in addition to the payments of principal and interest payable under the terms of the Note secured hereby, on the installment-due dates of the Note, until said Note is fully paid or until notification from Grantee to the contrary, an amount reasonably sufficient (as estimated by Grantee) to provide Grantee with funds to pay said taxes, assessments, insurance premiums, rents and other charges next due so that Grantee will have sufficient funds on hand to pay same thirty (30) days prior to the due date thereof. In no event shall Grantee be liable for any interest on any amount paid to it as herein required, and the money so received may be held and commingled with its own funds, pending payment or application thereof as herein provided. Grantor shall furnish to Grantee, at least thirty (30) days before the date on which the same will become past due, an official statement of the amount of said taxes, assessments, insurance premiums and rents next due, and Grantee shall pay said charges to the amount of the then unused credit therefor as and when they become severally due and payable. An official receipt therefor shall be conclusive evidence of such payment and of the validity of such charges. Grantee may, at its option, pay any of these charges when payable, either before or after they become past due, without notice, or make advances therefor in excess of the then amount of credit for said charges. The excess amount advanced shall be immediately due and payable to Grantee and shall become part of the Secured Indebtedness and bear interest at the rate of \* per annum from date of advancement. Grantee may apply credits held by it for the above charges, or any part thereof, on account of any delinquent installments of principal or interest or any other payments maturing or due under this instrument, and the amount of credit existing at any time shall be reduced by the amount thereof paid or applied as herein provided. The amount of the existing credit hereunder at the time of any transfer of the Premises shall, without assignment thereof inure to the benefit of the successor-owner of the Premises and shall be applied under and subject to all of the provisions hereof. Upon payments in full of the Secured Indebtedness, the amount of any unused credit shall be paid over to the person entitled to receive it. In the event of the passage, after the date of this instrument, of any law or ordinance of the United States, the State or any political subdivision thereof, wherein the Premises are situated, or any decision by a court of competent jurisdiction, creating or providing for any tax, assessment or charge against the Premises, this instrument or the Secured Indebtedness or any interest of the Grantee in the Premises or the obligations secured hereby, that is to be paid by Grantee, the Secured Indebtedness shall, at the option of Grantee, become immediately due and payable and, in the event payment thereof is not made forthwith, Grantee may take, or cause to be taken, such action or proceeding as may be taken hereunder in the case of any other default in the payment of the indebtedness.

3. (a) Grantor shall keep the Premises insured for the benefit of Grantee against loss or damage by fire, lightning, windstorm, hail, explosion, riot, riot attending a strike, civil commotion, aircraft, vehicles, and smoke and such other hazards as Grantee may from time to time require; all in amounts approved by Grantee not exceeding 100% of full insurable value (in no event shall the amounts of insurance be less than the amount of the Secured Indebtedness); all insurance herein provided for shall be in form and companies approved by Grantee; and, regardless of the types of amounts of insurance required and approved by Grantee, Grantor shall assign and deliver to Grantee, as collateral and further security for the payment of the Secured Indebtedness, all policies of insurance which insure against any loss or damage to the Premises, with loss payable to Grantee, without contribution by Grantee, pursuant to the New York Standard or other mortgagee clause satisfactory to Grantee. If Grantee, by reason of such insurance, receives any money for loss or damage, such amount may, at the option of Grantee, be retained and applied by Grantee toward payment of the Secured Indebtedness, or be paid over, wholly or in part, to Grantor for the repair or replacement of the Premises or any part thereof, or for any other purpose or object satisfactory to Grantee, but Grantee shall be obligated to see to the proper application of any amount paid over to Grantor.

(b) Not less than 30 days prior to the expiration date of each policy or insurance required of Grantor pursuant to this Article, and of each policy of insurance held as additional collateral to secure Secured Indebtedness, Grantor shall deliver to Grantee a renewal policy or policies marked "premium paid" or accompanied by other evidence of payment satisfactory to Grantee.

(c) In the event of a foreclosure of this deed, the purchaser of the Premises shall succeed to all rights of Grantor including any right to unearned premiums, in and to all policies of insurance assigned and delivered to Grantee, with respect to all property conveyed and to be conveyed by this deed, pursuant to the provisions of this Article.

4. Grantor shall maintain the Premises in good condition and repair, shall not commit or suffer any waste to the Premises and shall comply with, or cause to be complied with, all statutes, ordinances and requirements of any governmental authority relating to the Premises or any part thereof. Grantor shall promptly repair, restore, replace or rebuild any part of the Premises, now or hereafter encumbered by this deed, which may be affected by any proceeding of the character referred to in Article 6 herein. No part of the Premises, including, but not limited to, any building, structure, parking lot, driveway, landscape scheme, timber or other ground improvement, or other property, now or hereafter conveyed as security by or pursuant to this deed, shall be removed, demolished or materially altered without the prior written consent of Grantee. Grantor shall complete, within a reasonable time, and pay for any building, structure or other improvement at any time in the process of construction on the property herein conveyed. Grantee and any persons authorized by Grantee shall have the right to enter and inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose.

5. Grantor shall execute and deliver (and pay the costs of preparation and recording thereof) to Grantee and to any subsequent holder from time to time, upon demand, any further instrument or instruments, including, but not limited to, security deeds, security agreements, financing statements, assignments and renewals and substitution notes, so as to reaffirm, to correct and to perfect the evidence of the obligation hereby secured and the legal security title of Grantee to all or any part of the Premises intended to be hereby conveyed, whether now conveyed, later substituted for, or acquired subsequent to the date of this deed and extensions or modifications hereof. Grantor, upon request, made either personally or by mail, shall certify by a writing, duly acknowledged, to Grantee or to any proposed assignee of this deed, the amount of principal and interest then owing on the Secured Indebtedness and whether or not any offsets or defenses exist against the Secured Indebtedness, within 6 days in case the request is made personally, or within 10 days after the mailing of such request in case the request is made by mail.

6. Notwithstanding any taking of any property, herein conveyed and agreed to be conveyed, by eminent domain, alteration of the grade of any street or other injury to, or decrease in value of, the Premises by any public or quasi-public authority or corporation, Grantor shall continue to pay principal and interest on the Secured Indebtedness, and any reduction in the Secured Indebtedness resulting from the application by Grantee of any award or payment for such taking, alteration, injury or decrease in value of the Premises, as hereinafter set forth, shall be deemed to take effect only on the date of such receipt; and said award or payment may, at the option of Grantee, be retained and applied by Grantee toward payment of the Secured Indebtedness, or be paid over, wholly or in part, to Grantor for the purpose of altering, restoring or rebuilding any part of the Premises which may have been altered, damaged, or destroyed as a result of any such taking, alteration of grade, or other injury to the Premises, or for any other purpose or object satisfactory to Grantee, but Grantee shall not be obligated to see to the application of any amount paid over to Grantor. If, prior to the receipt by Grantee of such award or payment, the Premises shall have been sold on foreclosure of this deed, Grantee shall have the right to receive said award or payment to the extent of any deficiency found to be due upon such sale, with legal interest thereon,

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whether or not a deficiency judgment on this deed shall have been sought or recovered or denied, and of the reasonable counsel fees, costs and disbursements incurred by Grantee in connection with the collection of such award or payment.

7. Upon the occurrence of any one of the following events (herein called an "event of default"):

(i) should Grantor fail to pay the Secured Indebtedness, or any part thereof, when and as the same shall become due and payable;

(ii) should any warranty of Grantor herein contained or contained in any instrument, transfer, conveyance, assignment or loan agreement given with respect to the Secured Indebtedness, prove untrue or misleading in any material aspect;

(iii) should the Premises be subject to actual or threatened waste, or any part thereof be removed, demolished, or materially altered so that the value of the Premises be diminished except as provided for in Article 7 herein;

(iv) should any federal tax lien or claim of lien for labor or material be filed of record against Grantor or the Premises and not be removed by payment or bond within 30 days from date of recording;

(v) should any claim of priority to this deed by title, lien or otherwise be asserted in any legal or equitable proceeding;

(vi) should Grantor make any assignment for the benefit of creditors, or should a receiver, liquidator or trustee of Grantor or of any of Grantor's property be appointed, or should any petition for the bankruptcy, reorganization or arraignment of Grantor, pursuant to the Federal Bankruptcy Act or any similar statute, be filed, or should Grantor be adjudicated a bankrupt or insolvent, or should Grantor, if a corporation, be liquidated or dissolved or its charter expire or be revoked, or, if a partnership or business association, be dissolved or partitioned, or, if a trust, be terminated or expire.

(vii) should Grantor fail to keep, observe, perform, carry out and execute in every particular the covenants, agreements, obligations and conditions set out in this deed, or in the Note, or in any instrument, transfer, conveyance, assignment, loan agreement, or construction loan agreement given with respect to the Secured Indebtedness;

(viii) should any event occur under any instrument, deed or agreement given or made by Grantor to or with any third party; which would authorize the acceleration of any debt to any such third party.

THEN and thereupon Grantee may do any one or more of the following:

(a) enter upon and take possession of the Premises without the appointment of a receiver, or an application therefor, employ a managing agent of the Premises and let the same, either in its own name, or in the name of Grantor, and receive the rents, incomes, issues and profits of the Premises and apply the same, after payment of all necessary charges and expenses, on account of the Secured Indebtedness and Grantor will transfer and assign to Grantee, in form satisfactory to Grantee, Grantor's lessor interest in any lease now or hereafter affecting the whole or any part of the premises;

(b) pay any sums in any form or manner deemed expedient by Grantee to protect the security of this instrument or to cure any event of default other than payment of interest or principal on Secured Indebtedness; make any payment hereby authorized to be made according to any bill, statement, or estimate furnished or procured from the appropriate public officer or the party claiming payment without inquiry into the accuracy or validity thereof, and the receipt of any such public officer or party in the hands of Grantee shall be conclusive evidence of the validity and amount of items so paid, in which event the amounts so paid, with interest thereon from the date of such payment at the rate of \* per annum, shall be added to and become a part of the Secured Indebtedness and be immediately due and payable to Grantee, and Grantee shall be subrogated to any encumbrance, lien, claim or demand, and to all the rights and securities for the payment thereof, paid or discharged with the principal sum secured hereby or by Grantee under the provisions hereof, and any such subrogation rights shall be additional and cumulative security to this instrument:

(c) declare the entire Secured Indebtedness immediately due, payable and collectible, without notice to Grantor, regardless of maturity, and, in that event, the entire Secured Indebtedness shall become immediately due, payable and collectible; and thereupon, Grantee may sell and dispose of the Premises at public auction, at the usual place for conducting sales at the courthouse in the county where the Premises or any part hereof may be, to the highest bidder for cash, first advertising the time, terms and place of such sale by publishing a notice thereof once a week for four consecutive weeks in a newspaper in which sheriff's advertisements are published in said county, all other notice being hereby waived by Grantor, and Grantee may thereupon execute and deliver to the purchaser at said sale a sufficient conveyance of the Premises in fee simple, which conveyance shall contain recitals as to the happening of the default upon which the execution of the power of sale, herein granted, depends, and said recitals shall be presumptive evidence that all preliminary acts prerequisite to said sale and deed were in all things duly complied with; and Grantee, its agents, representatives, successors or assigns, may bid and purchase at such sale; and Grantor hereby constitutes and appoints Grantee or its assigns agent and attorney in fact to make such recitals, sale and conveyance, and all of the acts of such attorney in fact are hereby ratified, and Grantor agrees that such recitals shall be binding and conclusive upon Grantor and that the conveyance to be made by Grantee, or its assigns, (and in the event of a deed in lieu of foreclosure, then as to such conveyance) shall be effectual to bar all right, title and interest, equity of redemption, including all statutory redemption, homestead, dower, courtesy and all other exceptions of Grantor, or its successors in interest, in and to said Premises; and Grantee, or its assigns, shall collect the proceeds of such sale, reserving therefrom all unpaid Secured Indebtedness with interest then due thereon, and all amounts advanced by Grantee for taxes, assessments, fire insurance premiums and other charges, with interest at the rate of \* per annum thereon from date of payment together with all costs and charges for advertising, and commission for selling the Premises, and 15% of the aggregate amount due, as attorney's fees, and pay over any surplus to Grantor (in the event of deficiency Grantor shall immediately on demand from Grantee pay over to Grantee, or its nominee, such deficiency); and Grantor agrees that possession of the Premises during the existence of the Secured Indebtedness by Grantor, or any person claiming under Grantor, shall be that of tenant under Grantee, or its assigns, and, in case of a sale, as herein provided, 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; the power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise, and are in addition to any and all other remedies which Grantor may have at law or in equity.

Grantee, in any action to foreclose this deed, or upon any event of default, shall be at liberty to apply for the appointment of a receiver of the rents and profits or of the Premises or both without notice, and shall be entitled to the appointment of such a receiver as a matter of right, without consideration of the value of the Premises as security for the amounts due the Grantee, or the solvency of any person or corporation liable for the payment of such amounts.

In case of any sale under this deed by virtue of the exercise of the power herein granted, or pursuant to any order in any judicial proceedings or otherwise, the Premises or any part thereof may be sold in one parcel and as entirety, or in such parcels, manner or order as Grantee in its sole discretion may elect, and one or more exercises of the powers herein granted shall not extinguish or exhaust the power unless the entire Premises are sold or the Secured Indebtedness paid in full.

8. Grantor, for himself and family, hereby waives and renounces all homestead and exemption rights provided for by the Constitution and Laws of the United States or the State of Georgia, in and to the Premises as against the collection of the Secured Indebtedness, or any part thereof; and Grantor agrees that where, by the terms of the conveyance or the Note

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secured hereby, a day is named or a time fixed for the payment of any sum of money or the performance of any agreement, the time stated enters into the consideration and is of the essence of the whole contract.

9. Grantee shall have the right from time to time to sue for any sums, whether interest, principal or any installment of either or both, taxes, penalties, or any other sums required to be paid under the terms of this deed, as the same become due, without regard to whether or not all of the Secured Indebtedness shall be due on demand, and without prejudice to the right of Grantee thereafter to enforce any appropriate remedy against the Grantor, including an action of foreclosure, or any other action, for a default or defaults by Grantor existing at the time such earlier action was commenced.

10. The rights of Grantee, granted and arising under the clauses and covenants contained in this deed and the Note, shall be separate, distinct, and cumulative of other powers and rights herein granted and all other rights which Grantee may have in law or equity, and none of them shall be exclusion of the others; and all of them are cumulative to the remedies for collection of indebtedness, enforcement of rights under security deeds, and preservation of security as provided at law. No act of Grantee shall be construed as an election to proceed under any one provision herein or under the Note to the exclusion of any other provision, or an election of remedies to the bar of any other remedy allowed at law or in equity, anything herein or otherwise to the contrary notwithstanding.

11. Every provision for notice and demand or request shall be deemed fulfilled by written notice and demand or request personally served on one or more of the persons who shall at the time hold the record title to the Premises, or on their heirs or successors, or mailed by depositing it in any post office station or letter box, enclosed in a postpaid envelope (a) addressed to such person or persons, or their heirs or successors, at his, their or its address last known to Grantee or (b) addressed to the street address of the Premises hereby conveyed.

12. Any indulgence or departure at any time by the Grantee from any of the provisions hereof, or of any obligation hereby secured, shall not modify the same or relate to the future or waive future compliance therewith by the Grantor.

13. The words "Grantor" and "Grantee" whenever used herein shall include all individuals, corporations (and if a corporation, its officers, employees, agents or attorneys) and any and all other persons or entities, and the respective heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto, and all those holding under either of them, and the pronouns used herein shall include, when appropriate, either gender and both singular and plural, and the word "Note" shall also include one or more notes and grammatical construction of sentences shall conform thereto.

14. If all or any part of the property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed, (b) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (c) the grant of any leasehold interest of one year or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Deed to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Deed shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Deed and the Note.

15. Grantor shall not initiate, join in or consent to any change in any private restrictive covenant, zoning ordinance or other public or private restrictions limiting or defining the uses which may be made of the Premises or any part thereof.

16. This Security Deed, is given pursuant to O.C.G.A. 44-14-80 and title shall not revert to Grantor until the later of: (a) a period of twenty (20) years from the date of this instrument, or any modifications or extensions hereof; or (b) a period of seven (7) years from the maturity date of this Security Deed, or any modifications or extensions hereof. Nothing in this paragraph will impair Lender's rights to collection of the indebtedness and foreclosure of the security interest if the indebtedness is not repaid when due.

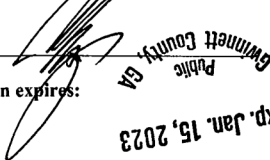
\*interest at the rate provided in the "Note" PLUS 3% per annum.

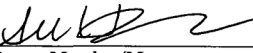
IN WITNESS WHEREOF, this deed has been duly executed and sealed by Grantor the day and year first above written.

**Buford Dam Boat and RV Storage, LLC**

  
\_\_\_\_\_  
Witness

By:  (Seal)  
Viñko Barac, Member/Manager

  
\_\_\_\_\_  
Notary Public  
My commission expires:  
(Notary Seal)

By:  (Seal)  
Ana Barac, Member/Manager

Exp. Jan. 15, 2023  
Joy M. Kilgore  
Notary

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**Originator Names and Nationwide Mortgage Licensing System and Registry IDs:**  
Organization: Peoples Bank & Trust, NMLSR ID: 791607  
Individual: Ted A. Williams, NMLSR ID: 802199

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GEORGIA

GRANTOR: **Buford Dam Boat and RV Storage, LLC**

LENDER: **Peoples Bank & Trust**

DATE OF SECURITY DEED: **December 27, 2021**

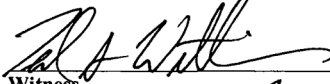
**WAIVER OF BORROWER'S RIGHTS**

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:

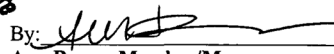
**Buford Dam Boat and RV Storage, LLC**

  
Witness

By:  (SEAL)  
**Vinko Barac, Member/Manager**

  
Notary Public

**Jery N. Kilgore**  
Notary  
Exp. Jan. 15, 2023  
Gwinnett County, GA

By:  (SEAL)  
**Ana Barac, Member/Manager**

**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 Borrower, I reviewed with and explained to the Borrower 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 Borrower 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 Borrower of Borrower's rights. After said review with and explanation to Borrower, Borrower executed the Deed to Secure Debt and "Waiver of Borrower's Rights."

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

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

  
Notary Public


**PATZY TANNER**  
Notary  
Exp. 09/06/2022  
Public  
HALL COUNTY, GA

**JERY N. KILGORE, 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.

**Buford Dam Boat and RV Storage, LLC**

By:  (SEAL)  
**Vinko Barac, Member/Manager**

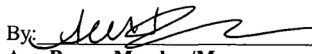
By:  (SEAL)  
**Ana Barac, Member/Manager**

Exhibit "A"

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 333 of the 7th Land District of Gwinnett County, Georgia and being shown as 3.969 acres on a plat of survey prepared by Norton & Associates, dated April 1, 1996 and being more particularly described in accordance with said plat as follows:

BEGINNING at the point of intersection of the Northerly side of the right of way of Buford Dam Road (80 foot right of way width) with the Westerly side of the right of way of Lake Lanier Heights Road (80 foot right of way width) and running thence along the Northerly side of the right of way of Buford Dam Road an arc distance of 294.30 feet, said arc having a radius of 5130.00 feet and being subtended by a chord bearing of South 82 degrees 41 minutes 19 seconds West a chord distance of 294.46 feet to a point; continuing thence along the side of said right of way an arc distance of 114.87 feet, said arc having a radius of 1336.19 feet and being subtended by a chord bearing of South 86 degrees 47 minutes 45 seconds West a chord distance of 114.83 feet to a rebar found; running thence North 00 degrees 49 minutes 15 seconds West along the property of now or formerly Scott Sprague a distance of 451.50 feet to an iron pin found; running thence North 00 degrees 15 minutes 56 seconds West along the property of now or formerly Crawford Puckett a distance of 859.81 feet to an iron pin found; running thence North 71 degrees 31 minutes 55 seconds East a distance of 33.12 feet to an iron pin found on the Southwesterly side of the right of way of Lake Lanier Heights Road; running thence along the Southwesterly and Westerly side of the right of way of Lake Lanier Heights Road the following courses and distances: South 27 degrees 46 minutes 21 seconds East, 66.20 feet; an arc distance of 131.67 feet, said arc having a radius of 376.70 feet and being subtended by a chord bearing of South 17 degrees 45 minutes 34 seconds East a chord distance of 131.00 feet; an arc distance of 216.40 feet, said arc having a radius of 1119.00 feet and being subtended by a chord bearing of South 02 degrees 12 minutes 22 seconds East a chord distance of 216.06 feet; an arc distance of 146.07 feet, said arc having a radius of 480.74 feet and being subtended by a chord bearing of South 05 degrees 22 minutes 13 seconds East a chord distance of 145.51 feet; South 14 degrees 04 minutes 29 seconds, 260.53 feet; an arc distance of 46.65 feet, said arc having a radius of 676.20 feet and being subtended by a chord bearing of South 12 degrees 05 minutes 54 seconds East a chord distance of 46.64 feet; an arc distance of 206.22 feet, said arc having a radius of 1802.95 feet and being subtended by a chord bearing of South 13 degrees 23 minutes 56 seconds West a chord distance of 206.11 feet; an arc distance of 168.99 feet, said arc having a radius of 575.00 feet and being subtended by a chord bearing of South 23 degrees 50 minutes 52 seconds East a chord distance of 168.54 feet; South 31 degrees 01 minutes 11 seconds East, 184.93 feet; an arc distance of 24.20 feet, said arc having a radius of 79.37 feet and being subtended by a chord bearing of South 22 degrees 17 minutes 05 seconds East, a chord distance of 24.11 feet to a point and the POINT OF BEGINNING.

1/R HRS

Exhibit "A"

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 333 of the 7th Land District of Gwinnett County, Georgia and being shown as Tract C containing 2.687 acres on a plat of survey entitled Exemption Plat for Crawford Puckett and prepared by Diversified Technical Group, L.L.C., dated July 28, 1998 and described in accordance with said plat as follows:

To find the TRUE POINT OR PLACE OF BEGINNING, begin at a point on the Northerly side of the right of way of Buford Dam Road (right of way varies) which point is located 279.00 feet in a generally Easterly direction as measured along the Northern side of the right of way of Buford Dam Road from its intersection with the centerline of Dolvin Lane and running thence North 17 degrees 19 minutes 39 seconds East a distance of 409.36 feet to an iron pin set and the TRUE POINT OR PLACE OF BEGINNING, running thence North 17 degrees 19 minutes 39 seconds East a distance of 921.37 feet to a 1/2 inch re-bar; running thence South 00 degrees 39 minutes 59 seconds West a distance of 886.36 feet to an axel found; running thence North 88 degrees 32 minutes 11 seconds West a distance of 264.19 feet to an iron pin set and the TRUE POINT OR PLACE OF BEGINNING.

V13 AB

Exhibit "A"

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 333 of the 7th Land District of Gwinnett County, Georgia and being shown as Tract B containing 4.386 acres on a plat of survey for Crawford Puckett prepared by Diversified Technical Services, dated June 14, 1996 and being more particularly described in accordance with said plat as follows:

TO FIND THE TRUE POINT OR PLACE OF BEGINNING begin at a point on the Northern side of the right of way of Buford Dam Road (right of way varies) which point is 279.00 feet in a generally Easterly direction along the Northerly side of the right of way of Buford Dam Road and its intersection with the centerline of Dolvin Lane and run thence along the Northerly side of the right of way of Buford Dam Road an arc distance of 391.24 feet, said arc having a radius of 9019.92 feet and being subtended by a chord bearing of South 89 degrees 20 minutes 18 seconds East a chord distance of 391.21 feet to a point; leaving the Northerly side of the right of way of Buford Dam Road and running thence North 00 degrees 45 minutes 36 seconds West a distance of 388.59 feet to an axel found and the TRUE POINT OR PLACE OF BEGINNING; from the TRUE POINT OR PLACE OF BEGINNING SO ESTABLISHED run thence North 00 degrees 39 minutes 59 seconds East a distance of 886.36 feet to a 1/2 inch rebar; run thence North 05 degrees 09 minutes 37 seconds West a distance of 76.13 feet to a rod found; run thence North 70 degrees 58 minutes 49 seconds East a distance of 201.79 feet to a nail found; run thence South 00 degrees 15 minutes 56 seconds East a distance of 959.45 feet to a 3/4 inch O.T. pipe; run thence South 00 degrees 31 minutes 38 seconds East a distance of 73.55 feet to an axel found; run thence North 88 degrees 32 minutes 11 seconds West a distance of 199.43 feet to an axel found and the TRUE POINT OR PLACE OF BEGINNING.

LESS AND EXCEPT: All that tract or parcel of land lying and being in Land Lot 333 & 334 of the 7<sup>th</sup> District, Gwinnett County, Georgia (City of Buford), shown as Tract 2, being 0.212 acre, more or less, on plat of survey for Rodney Hellems by Georgia Premier Land Services, Inc. dated 10/26/2021, and being more particularly described as follows:

To find the True Point of Beginning, begin at an iron pin on the northern right of way of Buford Dam Road (80 foot right of way), said point being 279 feet East, along said right of way, from the intersection of said right of way and the eastern right of way of Dolvin Lane (40 foot right of way); thence proceed North 21 degrees 04 minutes 33 seconds East a distance of 338.89 feet to an iron pin; thence proceed North 20 degrees 56 minutes 02 seconds East a distance of 59.93 feet to an iron pin, the Place or Point of Beginning; thence continue North 20 degrees 56 minutes 02 seconds East, a distance of 93.68 feet, to an iron pin; thence running South 67 degrees 42 minutes 12 seconds East, a distance of 120.20 feet, to an iron pin; thence running South 14 degrees 30 minutes 13 seconds West, a distance of 55.57 feet, to an iron pin; thence running South 84 degrees 47 minutes 52 seconds East, a distance of 131.31 feet, to an iron pin, the Place or Point of Beginning.

V/B AR

Exhibit "B"

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 334 of the 7th Land District, Gwinnett County, Georgia and being Tract Number 1 comprised of 1.50 acres and Tract Number 2 comprised of 1.11 acres all as more particularly shown and delineated on a plat of survey prepared by W. T. Dunahoo & Associates, Inc., Georgia Registered Land Surveyors dated May 21, 1991 and more particularly described in the aggregate, as follows:

BEGINNING at a point located at the intersection of the Southerly right of way of Buford Dam Road (60 foot right of way width) and the Westerly right of way of Little Mill Road (80 foot right of way width) and running along the Western right of way of Little Mill Road South 21 degrees 58 minutes 02 seconds East a distance of 98.48 feet to a point; continuing thence along the right of way of Little Mill Road South 10 degrees 55 minutes 40 seconds East a distance of 109.36 feet to a point; continuing thence along the right of way of Little Mill Road South 04 degrees 14 minutes 53 seconds East a distance of 86.53 feet to an iron pin set; thence leaving the right of way of Little Mill Road and running South 78 degrees 28 minutes 56 seconds West along the property of now or formerly Dewey Loving a distance of 417.23 feet to an iron pin set; running thence North 39 degrees 19 minutes 38 seconds West a distance of 159.99 feet to an iron pin set; running thence North 86 degrees 10 minutes 32 seconds East a distance of 183.63 feet to an iron pin set; running thence North 05 degrees 00 minutes 43 seconds East a distance of 242.85 feet to an iron pin set on the Southerly right of way of Buford Dam Road; running thence along the Southerly right of way of Buford Dam Road South 08 degrees 02 minutes 13 seconds East a distance of 130.00 feet to a point; continuing thence along the Southerly right of way of Buford Dam Road South 87 degrees 21 minutes 32 seconds East a distance of 111.99 feet to a point which is the TRUE POINT AND PLACE OF BEGINNING.

LESS AND EXCEPT ALL THAT TRACT OR PARCEL OF LAND CONVEYED TO GWINNETT COUNTY FOR RIGHT-OF-WAY PURPOSES OF BUFORD DAM ROAD RECORDED AT DEED BOOK 13205, PAGE 227 GWINNETT COUNTY DEED RECORDS.

1/B AB

Exhibit "C"

All that tract or parcel of land lying and being in Land Lot 329 and 330 of the 7<sup>th</sup> Land District, Hall County, Georgia, being 15.923 acres, more or less, as shown on plat of survey for Mrs. M. M. Beard dated March 20, 1995, by Henry Bailey, Registered Land Surveyor, which plat is recorded in Plat Slide 770, Page 150A, Hall County Plat Records, and is incorporated herein by reference for a more complete description. LESS & EXCEPT 0.200 acre tract described in that Declaration of Taking at Deed Book 7856, Page 757-770, Hall County Records.

V/B AB