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155-443

COMBINATION WARRANTY DEED AND
EXECUTOR'S DEED

STATE OF GEORGIA,
COUNTY OF CHEROKEE:

THIS INDENTURE, Made the 5th day of January
in the year of our Lord One Thousand Nine Hundred Seventy- Four
between FRANK W. CLINE, individually, of the State of Georgia
and County of Cherokee and FRANK W. CLINE, As Executor Under the
Last Will and Testament of Walter L. Cline, deceased, late of
Cherokee County, Georgia, as Party or Parties of the First Part,
hereinafter called Grantor, and THOMAS H. DODD
of the State of Alabama and County of Mobile, 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 Valuable Considerations (\$10.00)
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 original Land
Lot No. 141 of the 14th District and 2nd Section of Cherokee
County, Georgia, being more particularly described as follows:
BEGINNING at an iron pin located at the original Northwest corner
of said Land Lot No. 141, thence along the original North line of
said land lot South 89° 09' East 805.9 feet to a point, thence
South 0° 43' 30" East 1328.1 feet to a point, thence North 89° 34'
West 832.4 feet to a wooden stake on the original West line of
said Land Lot No. 141, thence along said original line North 0° 27'
East 1333.3 feet to point of beginning.

Said tract containing 25.06 acres, according to Plat of Survey,
made for Eugene Cline, et.al., dated October 15, 1973, made by

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Wilson M. Price, R. S., a copy of which plat is recorded in Plat Book 8, page 188, Cherokee County, Georgia Deed and Plat Records and to which plat reference is herein made for a more complete and accurate description of the property herein conveyed.

The above-described property is jointly owned by Frank W. Cline, individually, and by the Estate of Walter L. Cline, deceased. The Grantor is the duly named, acting and qualified Executor of said estate. This Deed conveys the absolute fee simple title to said property.

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 one-half undivided interest in and to the above-described property owned by the Grantor individually and to 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.

Frank W. Cline

Frank W. Cline, individually (Seal)

Frank W. Cline

Frank W. Cline, As Executor Under the Will of Walter L. Cline, deceased (Seal)

Signed, sealed and delivered

In presence of:

Betty S. McDaniel

Michael R. Buffington

Notary Public

Cherokee County, Georgia
Real Estate Transfer Tax
Paid \$ 25.10 ✓
Date 11/17/74
W. A. Bold
Clerk of Superior Court

Rec. 11/8/74

W. A. BOLD
Clerk Superior Court of Cherokee County

Paid 1/11/79
Frank W. Cline, individually
+ Frank W. Cline as executor
of Walter C. Cline Est.
Cancelled 1/11/79
Cassie Henry
OS

155-445

DEED TO SECURE DEBT WITH POWER OF SALE

Tribune Prtg. Co. Canton.

GEORGIA, CHEROKEE County.

IN CONSIDERATION and to secure the repayment of
 Seventeen Thousand Seven Hundred Ninety-Two & 60/100 Dollars (\$17,792.60)
 THOMAS H. DODD of the County of Mobile, and State of
 Alabama, the undersigned, hereinafter called Grantor, hereby conveys to FRANK W. CLINE, individually
 and FRANK W. CLINE as Executor of Walter C. Cline Estate

of the County of Cherokee, Georgia, hereinafter called Grantee, the following
 described property, to-wit: All that tract or parcel of land lying and being in
 original Land Lot No. 141 of the 14th District and 2nd Section of Cherokee
 County, Georgia, being more particularly described as follows: BEGINNING
 at an iron pin located at the original Northwest corner of said Land Lot
 No. 141, thence along the original North line of said land lot South
 89° 09' East 805.9 feet to a point, thence South 0° 43' 30" East 1328.1
 feet to a point, thence North 89° 34' West 832.4 feet to a wooden stake
 on the original West line of said Land Lot No. 141, thence along said
 original line North 0° 27' East 1333.3 feet to point of beginning.

Said tract containing 25.06 acres, according to Plat of Survey, made for
 Eugene Cline, et.al., dated October 15, 1973, made by Wilson M. Price,
 R. S., a copy of which plat is recorded in Plat Book 8, page 188,
 Cherokee County, Georgia Deed and Plat Records and to which plat reference
 is herein made for a more complete and accurate description of the
 property herein conveyed.

GEORGIA INTANGIBLE TAX PAID

\$ 54.00

1-7-74

J. R. Wooten
 Tax Collector
 Cherokee County

with all rights and appurtenances thereto belonging.

To Have and to Hold said property to said Grantee and to the successors, heirs and assigns of Grantee forever, In Fee Simple.

Grantor covenants that there is no incumbrance of any kind whatsoever on said property not herein noted; that all taxes thereon shall be paid as they mature; and title to said property is warranted against the lawful claims of all persons.

The indebtedness secured hereby is described as follows: One Note, dated this date, in the amount of \$17,792.60 bearing interest from date at the rate of seven per cent (7%) per annum on the unpaid balance. Said principal is payable over a period of 10 years of installments of \$1,779.26 each, with interest payable on the unpaid balance each year beginning one year after date. Time being the essence hereof, in the event of default of any payment of principal or interest the Holder of said Note may declare all future installments immediately due and payable. The Grantor, after January 1, 1975, may increase the annual principal installment to not more than 29% of the original sales price of the property without penalty.

This instrument is to secure any renewal and extension of the above described indebtedness and any part thereof.

This deed to also secure any other present and future indebtedness and liability of mine to second party, directly or indirectly.

In case said indebtedness is not paid at maturity, and Grantee places same in the hands of an attorney at law for collection ten percent (10%) of same shall be added as Attorney's fees. All improvements on said property shall be covered to the extent of their fair value by fire insurance policies carrying appropriate loss riders in favor of Grantee. All attorney's fees which may accrue on said indebtedness, together with taxes and insurance premiums which Grantee may be compelled to pay to protect said property, with lawful interest from the date of such payments, shall be added to said indebtedness and secured hereby.

In case of default in the payment of the indebtedness secured hereby, Grantee, his heirs, successors or assigns, may enter upon and take possession of the said premises and sell the same at public outcry, after first advertising the time, place and terms of said sale in some newspaper published in the county in which the land lies, once a week for four weeks immediately preceding said sale, at the usual place for conducting legal sales at the court house in said county. All or other notice of said sale is hereby waived by Grantor. Said sale shall divest all of Grantor's right, title, interest or equity in said premises and shall vest same in the purchaser or purchasers at said sale. The power of sale is cumulative to other remedies, but nevertheless all process of foreclosure or purchasers at said sale. The power of sale is cumulative and shall be applied first to the expenses of conducting same, next to the payment of the indebtedness secured hereby, with interest, the remainder, if any, to be paid to Grantor. Grantee, his heirs, successors, or assigns may bid at such sale and become the purchaser of said property. For the purpose of carrying out and effectuating the power of sale, Grantee, his heirs, successors or assigns are hereby constituted and appointed the true and lawful Attorney in Fact for Grantor, to sell said property and convey the same to the purchaser or purchasers at said sale in as full and ample manner as Grantor could do in person. This power is hereby being coupled with an interest and irrevocable even by death.

All homestead and exemption rights under the law of the land are expressly waived against said indebtedness and the property hereby conveyed.

In Witness Whereof this deed has been duly executed by or on behalf of Grantor under hand and seal and is made a public instrument.

This 5th day of January, 1974

Signed, sealed and delivered in the presence of:
Betty N. McDaniel
Walter C. Cline
 Notary Public

Thomas H. Dodd (Seal)
Rec. 1/8/74 (Seal)

W. A. FOGLE
 Clerk Superior Court of Cherokee County

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COMBINATION WARRANTY DEED AND
EXECUTOR'S DEED

STATE OF GEORGIA,
 COUNTY OF CHEROKEE:

THIS INDENTURE, Made this the 5th day of January
 in the year of our Lord One Thousand Nine Hundred Seventy-Four
 between FRANK W. CLINE, individually, of the State of Georgia
 and County of Cherokee and FRANK W. CLINE, as Executor Under the
 Last Will and Testament of Walter L. Cline, deceased, late of
 Cherokee County, Georgia, as Party or Parties of the First Part,
 hereinafter called Grantor, and EUGENE E. CLINE and MARGARITA P.
 CLINE of the State of Georgia and County of Cherokee, 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 Valuable Considerations (\$10.00)
 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 original Land
 Lot No. 141 of the 14th District and 2nd Section of Cherokee
 County, Georgia, being more particularly described as follows:
 BEGINNING at a wooden stake located on the original West line of
 said Land Lot No. 141 and which point is located South 0° 27' West
 1333.3 feet from an iron stake located at the original Northwest
 corner of said Land Lot No. 141, thence along the original West
 line of said Land Lot No. 141 South 0° 27' West 905.4 feet to an
 iron stake, thence North 64° 45' East 963.1 feet to an iron stake,
 thence North 488 feet to a wooden stake, thence North 89° 34' West
 868.9 feet to point of beginning.

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Said tract containing 13.90 acres, according to Plat of Survey, made for Eugene Cline, et al., dated October 15, 1973, made by Wilson M. Price, R. S., a copy of which plat is recorded in Plat Book 8, page 188, Cherokee County, Georgia Deed and Plat Records and to which plat reference is herein made for a more complete and accurate description of the property herein conveyed.

The above-described property is jointly owned by Frank W. Cline, individually, and by the Estate of Walter L. Cline, deceased. The Grantor is the duly named, acting and qualified Executor of said estate. This Deed conveys the absolute fee simple title to said property.

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 one-half undivided interest in and to the above-described property owned by the Grantor individually and to 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.

Frank W. Cline (Seal)
Frank W. Cline, individually

Frank W. Cline (Seal)
Frank W. Cline, As Executor Under
the Will of Walter L. Cline, deceased

Signed, sealed and delivered

in presence of:

Betty S. McDaniel

Hubert S. Ruppington Jr
Notary Public

Cherokee County, Georgia
Real Estate Transfer Tax
Paid \$ 13.90 ✓
Date 11/27/74
W.A. Cole
Clerk of Superior Court

Rec. 1/8/75



W. A. COLE
Clerk Superior Court of Cherokee County