



Form No. 205 DEED TO SECURE DEBT (Long Form)

STATE OF GEORGIA, County of _____

THIS INDENTURE, Made the _____ day of _____, in the year
one thousand nine hundred _____, between

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

whose _____ address _____ is
, as party of the second part, hereinafter called Grantee:

WITNESSETH: That Grantor, for and in consideration of the sum of

_____ (\$ _____) DOLLARS 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, its successors and assigns, the following described property, to-wit:

Grantor shall not, without the prior written consent of the Grantee, voluntarily or by operation of law,
sell, transfer, convey or assign all or any part of the legal or equitable title to the premises, or any part
of, or interest in, the premises, or any of the personalty located thereon or used or intended to be used in
connection therewith, and any such sale, transfer, conveyance, or assignment, without the

prior written consent of the Grantee, shall constitute a default under the terms of this Deed to Secure Debt.

Grantor shall not, without the prior written consent of the Grantee, transfer, convey or assign the premises, or any part of, or interest in, the premises as security for an indebtedness other than for the indebtedness secured hereby, and any such transfer, conveyance or assignment, without the prior written consent of the Grantee, shall constitute a default under the terms of this Deed to Secure Debt.

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, its successors and assigns, in fee simple; and Grantor, will warrant and forever defend the right and title to the above described property unto the said Grantee, its successors and assigns against the claims of all persons whomsoever, except as may be otherwise expressly stated herein.

This conveyance is made under the provisions of Chapter 67-13 (Conveyances to Secure Debt) of the 1933 Code 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 note of even date herewith in the amount of \$_____. Said note having a final payment date of _____.

It is agreed that the Grantee shall be subrogated to the claims and liens of all parties whose claims or liens are discharged or paid with the proceeds of the loan secured hereby.

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 adequate Dollars, 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 eight per centum per annum, and shall, with 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 the 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 Court House in the County where the land or any 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 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 eight per centum per annum thereon from date of payment, together with all costs and expenses of sale and fifteen per centum of the aggregate amount due for attorney's fees, shall pay any over-plus to Grantor, or to the heirs or assigns of Grantor as provided by law.

The power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise and are granted as cumulative to the remedies for collection of said indebtedness provided by law.

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

This deed is executed as a first encumbrance upon the above described premises and for the purpose of securing the items herein described; and if any of the money so advanced by the Grantee and secured hereby is used to pay and/or cancel any encumbrances upon the above described premises, it is agreed that the holder of this deed and of the indebtedness hereby secured shall be subrogated to all the right, title and lien held by the encumbrancers under the said encumbrances so paid off and/or cancelled.

IN WITNESS HEREOF, Grantor has hereto set their hand and seal the day and year first above written.

Signed, sealed and delivered in presence of:

Witness

Notary Public, _____ County, Ga.