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After recording, return to:
JENIFIR DIMO
STEWART, MELVIN & FROST, LLP
P.O. BOX 3280,
GAINESVILLE, GA 30503



LIMITED WARRANTY DEED

THIS INDENTURE is made this 18th day of **January, 2022**, between

NORVIN ONA
(hereinafter referred to as "Grantor")

And

MSF PARTNERS, LLC
(hereinafter referred to as "Grantee")

("Grantors" and "Grantees" to include their respective heirs, successors, executors, administrators, legal representatives and assigns where the context requires or permits.)

WITNESSETH

GRANTOR, in consideration of TEN DOLLARS and other good and valuable consideration, has granted, bargained, sold, aliened, conveyed and confirmed, and does hereby grant, bargain, sell, alien, convey and confirm unto Grantees the following described property, to wit:

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION

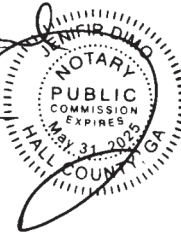
TO HAVE AND TO HOLD the Land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of Grantees forever in FEE SIMPLE.

AND GRANTORS WILL WARRANT and forever defend the right and title to the Land unto Grantee against the claims of all persons whomsoever claiming by, under, or through said Grantor.

EXECUTED under seal as of the date above.

Signed, sealed, and delivered
in the presence of

[Signature]
Notary Public
Commission Expiration Date: 01/31/2025
(NOTARIAL SEAL)



[Signature] (Seal)
NORVIN ONA

84093

EXHIBIT A

Description of Property

All that tract or parcel of land lying and being in the Flowery Branch GMD No. 1419 of Hall County, Georgia and more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, begin at an iron pin found at the intersection of the northwesterly right of way of Thompson Mill Road with the southwesterly right of way of Friendship Road aka S.R. #347; run thence South 51 degrees 07 minutes 13 seconds West along the northwesterly right of way of Thompson Mill Road, a distance of 39.43 feet to a point; run thence South 45 degrees 23 minutes 09 seconds West along the northwesterly right of way of Thompson Mill Road, a distance of 123.96 feet to a point; run thence South 44 degrees 44 minutes 18 seconds West along the northwesterly right of way of Thompson Mill Road, a distance of 50.09 feet to a point; run thence South 43 degrees 05 minutes 28 seconds West along the northwesterly right of way of Thompson Mill Road, a distance of 70.92 feet to an iron pin found; run thence South 40 degrees 36 minutes 33 seconds West along the northwest right of way of Thompson Mill Road, a distance of 74.93 feet to a point; run thence South 39 degrees 17 minutes 55 seconds West along the northwest right of way of Thompson Mill Road, a distance of 100 feet to a point; run thence South 39 degrees 12 minutes 55 seconds West along the northwest right of way of Thompson Mill Road, a distance of 75 feet to a point; run thence South 38 degrees 57 minutes 55 seconds West along the northwest right of way of Thompson Mill Road, a distance of 205 feet to an iron pin found; run thence South 40 degrees 38 minutes 19 seconds West along the northwest right of way of Thompson Mill Road, a distance of 84.48 feet to a point; run thence South 40 degrees 23 minutes 16 seconds West along the northwest right of way of Thompson Mill Road, a distance of 66.89 feet to an iron pin found at the southeast corner of property of Billy G. Miller and Cheryl A. Miller as shown at Deed Book 624, Page 480; run thence southwesterly along the northwesterly right of way of Thompson Mill Road and the southerly property line of said Miller property, a distance of 149.88 feet to an iron pin found and the TRUE POINT OF BEGINNING, and from said True Point of Beginning run thence South 40 degrees 40 minutes 25 seconds West along the northwest right of way of Thompson Mill Road, a distance of 26.87 feet to a point; run thence South 43 degrees 13 minutes 09 seconds West along the northwest right of way of Thompson Mill Road, a distance of 50.52 feet to a point; run thence South 44 degrees 42 minutes 30 seconds West along the northwest right of way of Thompson Mill Road, a distance of 52.34 feet to a point; run thence South 45 degrees 41 minutes 41 seconds West along the northwest right of way of Thompson Mill Road, a distance of 51.48 feet to a point; run thence South 46 degrees 41 minutes 38 seconds West along the northwest right of way of Thompson Mill Road, a distance of 52.50 feet to a point; run thence South 48 degrees 22 minutes 17 seconds West along the northwest right of way of Thompson Mill Road, a distance of 52.86 feet to a point; run thence South 50 degrees 09 minutes 23 seconds West along the northwest right of way of Thompson Mill Road, a distance of 50.13 feet to an iron pin found at the corner of property of The Springs at Clear Water subdivision; run thence North 45 degrees 44 minutes 46 seconds West along the property line of said subdivision, a distance of 330.58 feet to an iron pin found; run thence North 43 degrees 41 minutes 13 seconds West along said subdivision, a distance of 123.80 feet to an iron pin found; run thence North 42 degrees 33 minutes 21 seconds East along the southerly line of property of Kaufman, a distance of 342.17 feet to an iron pin set at the most northwesterly corner of property shown as Tract One; run thence South 44 degrees 30 minutes 13 seconds East along the said property line of Tract One; a distance of 185.64 feet to a point; run thence South 44 degrees 30 minutes 13 seconds East along the southwesterly line of the Miller property, a distance of 289.21 feet to an iron pin found on the northwest right of way of Thompson Mill Road and the TRUE POINT OF BEGINNING. Being shown on that certain plat of survey by Jimmy D. Bullock, Registered Land Surveyor No. 1765, dated January 2, 2004.

84093 Description

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STEWART MELVIN FROST
200 MAIN STREET
P O BOX 3280
GAINESVILLE, GA 30501
22-001300

When recorded return to PEACH STATE BANK & TRUST, P.O. BOX 290, GAINESVILLE, GA 30503

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DEED TO SECURE DEBT

DATE AND PARTIES. The date of this Deed To Secure Debt (GA) (Security Instrument) is January 18, 2022. The parties and their addresses are:

GRANTOR:

MSF PARTNERS LLC
A Georgia Limited Liability Company
5039 B U BOWMAN DRIVE
SUITE 400
BUFORD, GA 30518-0000

GRANTEE (Lender):

PEACH STATE BANK & TRUST
Organized and existing under the laws of Georgia
P.O. BOX 290
GAINESVILLE, GA 30503

- 1. **DEFINITIONS.** For the purposes of this document, the following term has the following meaning.
 - A. **Loan.** "Loan" refers to this transaction generally, including obligations and duties arising from the terms of all documents prepared or submitted for this transaction.
- 2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debts and Grantor's performance under this Security Instrument, Grantor does hereby irrevocably grant, bargain, transfer, convey and sell to Lender, with power of sale, the following described property:

AS DESCRIBED IN EXHIBIT 'A' ATTACHED HERETO, AND BY REFERENCE MADE APART HEREOF.

The property is located in HALL County at 2323 THOMPSON MILL RD, BUFORD, Georgia 30519.

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Georgia Deed To Secure Debt (GA)
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Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, crops, timber including timber to be cut now or at any time in the future, all diversion payments or third party payments made to crop producers, all water and riparian rights, wells, ditches, reservoirs and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described (all referred to as Property). This Security Instrument will remain in effect until the Secured Debts and all underlying agreements have been terminated in writing by Lender.

3. MAXIMUM OBLIGATION LIMIT. The total principal amount secured by this Security Instrument is unlimited. Any limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

4. SECURED DEBTS. The term "Secured Debts" includes and this Security Instrument will secure each of the following:

A. Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note or other agreement, No. 1001109900, dated January 18, 2022, from Grantor to Lender, with a loan amount of three hundred and eighty thousand dollars and zero cents (\$380,000.00) and maturing on January 20, 2023. Grantor and Lender agree, by this affirmative statement pursuant to O.C.G.A. § 44-14-80, to establish a perpetual or indefinite security interest in the Property conveyed to secure the Secured Debts.

B. All Debts. All present and future debts from Grantor to Lender, even if this Security Instrument is not specifically referenced, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Security Instrument, each agrees that it will secure debts incurred either individually or with others who may not sign this Security Instrument. Nothing in this Security Instrument constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing. This Security Instrument will not secure any debt for which a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. This Security Instrument will not secure any debt for which a security interest is created in "margin stock" and Lender does not obtain a "statement of purpose," as defined and required by federal law governing securities. This Security Instrument will not secure any other debt if Lender, with respect to that other debt, fails to fulfill any necessary requirements or fails to conform to any limitations of the Truth in Lending Act (Regulation Z) or the Real Estate Settlement Procedures Act (Regulation X) that are required for loans secured by the Property.

C. Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

5. PAYMENTS. Grantor agrees that all payments under the Secured Debts will be paid when due and in accordance with the terms of the Secured Debts and this Security Instrument.



6. WARRANTY OF TITLE. Grantor warrants that Grantor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to irrevocably grant, bargain, transfer, convey and sell the Property to Lender, with power of sale. Grantor also warrants that the Property is unencumbered, except for encumbrances of record.

7. PRIOR SECURITY INTERESTS. With regard to any other mortgage, deed of trust, deed to secure debt, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Grantor agrees:

- A.** To make all payments when due and to perform or comply with all covenants.
- B.** To promptly deliver to Lender any notices that Grantor receives from the holder.

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Property that become worn or obsolete, provided that such personal property is replaced with other personal property at least equal in value to the replaced personal property, free from any title retention device, security agreement or other encumbrance. Such replacement of personal property will be deemed subject to the security interest created by this Security Instrument. Grantor will not partition or subdivide the Property without Lender's prior written consent.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time and frequency for the purpose of inspecting, valuating, or appraising the Property. Lender will give Grantor notice at the time of or before an on-site inspection, valuation, or appraisal for on-going due diligence or otherwise specifying a reasonable purpose. Any inspection, valuation or appraisal of the Property will be entirely for Lender's benefit and Grantor will in no way rely on Lender's inspection, valuation or appraisal for its own purpose, except as otherwise provided by law.

13. AUTHORITY TO PERFORM. If Grantor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Grantor appoints Lender as attorney in fact to sign Grantor's name or pay any amount necessary for performance. Lender's right to perform for Grantor will not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.

14. ASSIGNMENT OF LEASES AND RENTS. Grantor irrevocably assigns, grants, bargains, transfers, conveys to Lender as additional security all the right, title and interest in the following (Property).

A. Existing or future leases, subleases, licenses, guaranties and any other written or verbal agreements for the use and occupancy of the Property, including but not limited to any extensions, renewals, modifications or replacements (Leases).

B. Rents, issues and profits, including but not limited to security deposits, minimum rents, percentage rents, additional rents, common area maintenance charges, parking charges, real estate taxes, other applicable taxes, insurance premium contributions, liquidated damages following default, cancellation premiums, "loss of rents" insurance, guest receipts, revenues, royalties, proceeds, bonuses, accounts, contract rights, general intangibles, and all rights and claims which Grantor may have that in any way pertain to or are on account of the use or occupancy of the whole or any part of the Property (Rents).

In the event any item listed as Leases or Rents is determined to be personal property, this Assignment will also be regarded as a security agreement. Grantor will promptly provide Lender with copies of the Leases and will certify these Leases are true and correct copies. The existing Leases will be provided on execution of the Assignment, and all future Leases and any other information with respect to these Leases will be provided immediately after they are executed. Grantor may collect, receive, enjoy and use the Rents so long as Grantor is not in default. Grantor will not collect in advance any Rents due in future lease periods, unless Grantor first obtains Lender's written consent. Upon default, Grantor will receive any Rents in trust for Lender and Grantor will not commingle the Rents with any other funds. When Lender so directs, Grantor will endorse and deliver any payments of Rents from the Property to Lender. Amounts collected will be applied at Lender's discretion to the Secured Debts, the costs of managing, protecting, valuating, appraising and preserving the Property, and other necessary expenses. Grantor agrees that this Security Instrument is immediately effective between Grantor and Lender and effective as to third parties on the recording of this Assignment. As long as this Assignment is in effect, Grantor warrants and represents that no default exists under the Leases, and the parties subject to the Leases have not violated any applicable law on leases, licenses and landlords and tenants. Grantor, at its sole cost and expense, will keep, observe and perform, and require all other parties to the Leases to comply with the Leases and any applicable law. If Grantor or any party to the Lease defaults or fails to observe any applicable law, Grantor will promptly notify Lender. If Grantor neglects or refuses to enforce compliance with the terms of the Leases, then Lender may, at Lender's option, enforce compliance. Grantor will not sublet, modify, extend, cancel, or otherwise alter the Leases, or accept the surrender of the Property covered by the Leases (unless the Leases so require) without

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