

FILED & RECORDED 12/08/2021 1:51 PM  
 DEED BOOK 9008 PAGES 35 - 35  
 FILING FEES: \$25.00  
 RECORDED BY: EAR  
 CLERK: Charles Baker, C.S.C Hall County, GA

↘ AFTER RECORDING, RETURN TO:  
 UNITED COMMUNITY BANK  
 NORTH LOC  
 PO BOX 249  
 BLAIRSVILLE, GA 30514

State of GEORGIA  
 County of UNION

### CANCELLATION

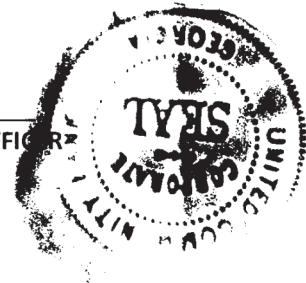
The indebtedness referred to in that certain **SECURITY DEED** from **LIVING WATERS OUTREACH CHURCH INC** to **UNITED COMMUNITY BANK**, dated **10/14/2003**, recorded **10/21/2003** in Deed Book **4775**, Page **284-292**, in the Office of the Clerk of Court in **HALL** County, GA, having been paid in full and the undersigned being the present owner of such secured interest by virtue of being the original Grantee of the heir, assign, transferee, or devisee of the original Grantee, the Clerk of Court of **HALL** County, GA, is authorized and directed to cancel that deed of record as provided in Code Section 44-14-4 of OCGA for Other Mortgage Cancellations.

Signed, sealed, and delivered  
 This 6<sup>TH</sup> day of **DECEMBER, 2021**

**5035226454 MF**

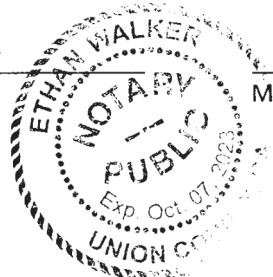
United Community Bank

By: Justin Grizzle  
 JUSTIN GRIZZLE, OPERATIONS OFFICER



Melinda Floyd  
 Witness

Ethan Walker  
 Notary Public



My Commission Expires

046473

## RECORDATION REQUESTED BY:

UNITED COMMUNITY BANK  
DAWSON MAIN  
109 HWY 53 WEST  
PO BOX 159  
DAWSONVILLE, GA 30534

000284

GEORGIA, HALL COUNTY, CLERK  
SUPERIOR COURT FILED IN OFFICE  
AND RECORDED IN BOOK  
PAGE(S) 284-292 THIS  
DAY OF OCT 20 03 AT 11:25 am  
DWIGHT S. WOOD, CLERK BY  
145438

## WHEN RECORDED MAIL TO:

UNITED COMMUNITY BANK  
DAWSON MAIN  
109 HWY 53 WEST  
PO BOX 159  
DAWSONVILLE, GA 30534

## SEND TAX NOTICES TO:

LIVING WATERS OUTREACH CHURCH INC  
PO BOX 97  
MURRAYVILLE, GA 30564

## SECURITY DEED

THIS SECURITY DEED dated October 14, 2003, is made and executed between LIVING WATERS OUTREACH CHURCH INC, whose address is 5833 BARK CAMP RD, MURRAYVILLE, GA 30564 (referred to below as "Grantor") and UNITED COMMUNITY BANK, whose address is 109 HWY 53 WEST, PO BOX 159, DAWSONVILLE, GA 30534 (referred to below as "Lender").

**GRANT OF SECURITY DEED.** FOR AND IN CONSIDERATION of the financial accommodations to Grantor by Lender resulting in the obligation which is hereinafter more particularly described, and in order to secure that obligation, Grantor hereby grants, bargains, conveys, transfers, assigns and sells to Lender all of Grantor's right, title, and interest in and to the following described real property: **The Real Property is located in HALL County, State of Georgia and is described as follows:**

See EXHIBIT "A", which is attached to this Security Deed and made a part of this Security Deed as if fully set forth herein.

TOGETHER WITH ANY AND ALL of the following: (i) all buildings, structures and improvements now or hereafter located on the real property or on any part or parcel thereof and all fixtures affixed or attached, actually or constructively, thereto; (ii) all and singular the tenements, hereditaments, easements and appurtenances belonging thereunto or in any wise appertaining thereto and the reversion and reversions, remainder or remainders thereof; (iii) all Rents accruing therefrom, whether now or hereafter due; (iv) all accounts and contract rights now or hereafter arising in connection with any part or parcel thereof or any buildings, structures or improvements now or hereafter located thereon, including without limitation all accounts and contract rights in and to all leases or undertakings to lease now or hereafter affecting the land or any buildings, structures, or improvements thereon; (v) all minerals, flowers, crops, trees, timber, shrubbery and other emblements now or hereafter located thereon or thereunder or on or under any part or parcel thereof; (vi) all estates, rights, title and interest therein, or in any part or parcel thereof; (vii) all equipment, machinery, apparatus, fittings, fixtures, furniture, furnishings, mobile homes, modular homes and all personal property of every kind or description whatsoever now or hereafter located thereon, or in or on the buildings, structures and improvements thereon, and used in connection with the operation and maintenance thereof, and all additions thereto and replacements thereof; and (viii) all building materials, supplies, goods and equipment delivered thereto and placed thereon for the purpose of being affixed to or installed or incorporated or otherwise used in the buildings, structures or other improvements now or hereafter located thereon or any part or parcel thereof.

The Real Property or its address is commonly known as 5674 BARK CAMP ROAD, MURRAYVILLE, GA 30564.

**CROSS-COLLATERALIZATION.** In addition to the Note, this Security Deed secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

**FUTURE ADVANCES.** Specifically, without limitation, this Security Deed secures, in addition to the amounts specified in the Note, all future amounts Lender in its discretion may loan to Grantor, together with all interest thereon.

THIS SECURITY DEED, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE IN THE ORIGINAL PRINCIPAL AMOUNT OF \$394,538.15 WHICH HAS THE MATURITY DATE OF SEPTEMBER 25, 2006, THE RELATED DOCUMENTS, AND THIS SECURITY DEED. IT IS THE INTENTION OF GRANTOR AND LENDER TO CREATE A PERPETUAL OR INDEFINITE SECURITY INTEREST IN THE REAL PROPERTY DESCRIBED IN THIS SECURITY DEED PURSUANT TO O.C.G.A. 44-14-80(A)(2) AND TO AGREE THAT TITLE SHALL NOT REVERT TO GRANTOR FOR A PERIOD OF TWENTY (20) YEARS FROM THE DATE OF THIS SECURITY DEED. HOWEVER, 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 REPAYED WHEN DUE. THIS SECURITY DEED IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Security Deed, Grantor shall pay to Lender all amounts secured by this Security Deed as they become due and shall strictly perform all of Grantor's obligations under this Security Deed and the Related Documents.

**POSSESSION AND MAINTENANCE OF THE PROPERTY.** Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

**Possession and Use.** Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

**Duty to Maintain.** Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

**Compliance With Environmental Laws.** Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Security Deed. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be

EXHIBIT A

000292

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 86, 11<sup>TH</sup> DISTRICT, HALL COUNTY, GEORGIA AND BEING FULLY DESCRIBED BY A PLAT OF SURVEY ENTITLED "PROPERTY OF HOUSE OF PRAYER" , PREPARED BY JIMMY D. BULLOCK, GEORGIA REGISTERED LAND SURVEYOR, DATED AUGUST 17, 1979: AND AS PER SAID PLAT, THE PROPERTY CONTAINS 0.4189 ACRE, MORE OR LESS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN SET ON THE NORTHWESTERLY RIGHT OF WAY OF BARK CAMP ROAD AT A POINT COMMON TO CAPTIONED PROPERTY AND PROPERTY NOW OR FORMERLY OWNED BY HAYNES, AND RUNNING THENCE ALONG SAID RIGHT OF WAY OF BARK CAMP ROAD SOUTH 46 DEGREES 12 MINUTES WEST 126.57 FEET TO AN IRON PIN SET; THENCE NORTH 63 DEGREES 44 MINUTES 91.32 FEET TO AN IRON PIN SET; THENCE NORTH 53 DEGREES 42 MINUTES WEST 54.60 FEET TO AN IRON PIN SET; THENCE NORTH 42 DEGREES 11 MINUTES EAST 118.95 FEET TO AN IRON PIN SET; THENCE SOUTH 61 DEGREES 54 MINUTES EAST 155.71 FEET TO AN IRON PIN SET ON SAID RIGHT OF WAY OF BARK CAMP ROAD AND SAID POINT OF BEGINNING.

PURSUANT TO RESTRICTIONS CONTAINED IN THE VESTING DEED, THIS PROPERTY SHALL BE USED FOR NO OTHER PURPOSE THAN FOR CHURCH AND CEMETERY PURPOSES.

THIS CONVEYANCE IS MADE TOGETHER WITH AND SUBJECT TO ANY EASEMENTS FOR PUBLIC ROADS AND UTILITIES NOW IN USE.

THIS CONVEYANCE IS MADE TOGETHER WITH AND SUBJECT TO ANY EASEMENTS OF RECORD.

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