



Community Development Department

110 Academy Street, Canton, Georgia 30114
770-704-1500

Public Hearing Application

Project # VAR 2407-013

1. Please check all information supplied on the following pages to ensure that all spaces are filled out completely and accurately before signing this form. State N/A, where Not Applicable
2. Please make your check payable to "City of Canton."
3. If you have questions regarding this form please contact the Department of Planning and Zoning by calling (770) 704-1530.

This form is to be executed under oath. I, Lee Oliver, do solemnly swear and attest, subject to criminal penalties for false swearing, that the information provided in the Application for Public Hearing is true and correct and contains no misleading information. I, Lee Oliver, have received and thoroughly read the Public Hearing Procedures.

This 31 day of July, 20 24.

Applicant: _____ Print Name: _____

Applicant Information:

Name: Lee + Caroline Oliver
Address: 731 E Main St
City: Canton GA
State: GA Zip Code: 30114
Telephone: 478-957-7451
Fax Number: _____
Email Address: leeoliver@gmail.com

Owner Information:

Name: Lee + Caroline Oliver
Address: 731 E Main St
City: Canton
State: GA Zip Code: 30114
Telephone: 478-957-7451
Fax Number: _____
Email Address: leeoliver@gmail.com

This Application For (Check Only One):

- | | |
|--|--|
| ☐ A Annexation | ☐ I Temporary Use Permit |
| ☐ B Rezoning | ☐ J Zoning Ordinance Text Amendment |
| ☐ C Master Plans | ☐ K Variance : Pre-Construction |
| ☐ D Master Plan Revisions | ☒ K Variance : Post-Construction |
| ☐ E Conditional Use Permit | ☐ Appeal |
| ☐ F Land Use Modification | |
| ☐ G Zoning Condition Amendment | ☐ Adjustment |
| ☐ H Density Transfer within Master Plan | ☐ Special Exception |

Fee Schedule:

Application Type _____
Base Fee _____ + (#Acres _____ x \$25.00 = _____) = _____
+ (#Acres _____ x \$50.00 = _____) = _____
Advertising Fee _____ = _____

Staff Use Only

Amount Due: _____
Amount Due: _____
Total Fee: _____

Received By: _____

Date: _____

Amount Paid: _____



Community Development Department
110 Academy Street, Canton, Georgia 30114

770-704-1500

Authorization Of Property Owner

This form is to be executed under oath. I, Lee Oliver, do solemnly swear and attest, subject to criminal penalties for false swearing, that I am the owner of the property, which is the subject matter of the attached application, as is shown in the records of Cherokee County, Georgia. I hereby authorize the City of Canton and its representatives to inspect the property, which is the subject of this application, and post any notices required thereon.

This 31 day of July, 20 24.

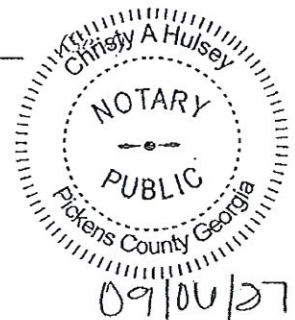
Owner Signature: [Signature] Print Name: Lee Oliver

I, the above signed legal owner of the subject property, do hereby authorize the following application to be submitted to the City of Canton:

- | | |
|---|--|
| ☐ A Annexation | ☐ G Zoning Condition Amendment |
| ☐ B Rezoning | ☐ H Density Transfer within Master Plan |
| ☐ C Master Plans | ☐ I Temporary Use Permit |
| ☐ D Master Plan Revisions | ☐ J Zoning Ordinance Text Amendment |
| ☐ E Conditional Use Permit | ☒ K Variance |
| ☐ F Land Use Modification | |

Sworn To and Subscribed Before Me This 16th Day Of August, 20 24.

Notary Signature: Christy A Hulsey





Community Development Department
110 Academy Street, Canton, Georgia 30114
770-704-1500

Authorization Of Applicant

This form is to be executed under oath. I, Lee Oliver, do solemnly swear and attest, subject to criminal penalties for false swearing, that I am the owner of the property, which is the subject matter of the attached application, as is shown in the records of Cherokee County, Georgia. I hereby authorize the City of Canton and its representatives to inspect the property, which is the subject of this application, and post any notices required thereon.

This 31 day of July, 20 29.

Owner Signature: Lee P. Oliver Print Name: Lee Oliver

I, the above signed legal owner of the subject property, do hereby authorize the person named below to act as applicant in the pursuit of a request for:

- | | |
|---|--|
| ☐ A Annexation | ☐ G Zoning Condition Amendment |
| ☐ B Rezoning | ☐ H Density Transfer within Master Plan |
| ☐ C Master Plans | ☐ I Temporary Use Permit |
| ☐ D Master Plan Revisions | ☐ J Zoning Ordinance Text Amendment |
| ☐ E Conditional Use Permit | ☒ K Variance |
| ☐ F Land Use Modification | |

Name of Authorized Applicant: Lee Oliver

Signature: Lee P. Oliver

Mailing Address: 731 E Main St

City: Canton

State: GA Zip Code: 30114

Telephone: 478-952-7451

Fax Number: _____

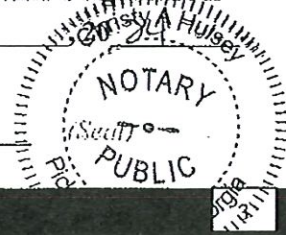
E-mail: lepoir@gma1.com

Applicant Status:

- ☒ Owner
☐ Option to Purchase
☐ Leasee
☐ Area Resident
☐ Other (Explain): _____

This Authorization of Applicant Form has been completed and the property owner's signature is Sworn To and Subscribed Before Me This 1st Day Of August

Notary Signature: Christy A Hulsey



09/06/27



Community Development Department
110 Academy Street, Canton, Georgia 30114
770-704-1500

Disclosure Form

O.C.G.A. § 36-67A-2 / O.C.G.A. § 36-67A-3 requires disclosure of campaign contributions to government officials by an applicant or opponent of a public hearing petition. Applicants must file this form with the Department of Community Development.

1. Name of Applicant/Opponent: Lee Oliver Please Type Or Print All Responses

Section 1

If the answer to any of the following questions is "Yes," complete Section 2.

- A) Are you, or anyone else with a property interest in the subject property, a member of the City of Canton Planning Commission or the City of Canton Mayor and Council?
☐ YES ☒ NO
- B) Does an official of such public bodies have any financial interest in any business entity which has a property interest in the subject property?
☐ YES ☒ NO
- C) Does a member of the family of such officials have an interest in the subject property as described in (A) and (B)?
☐ YES ☒ NO
- D) Within Two (2) years of immediately preceding this application have you made campaign contributions(s) or given gifts to such public officials aggregating \$250 or more?
☐ YES ☒ NO

Section 2

1. Name and the official position of the Canton Official to whom the campaign contribution was made *(Please use a separate form for each official to whom a contribution has been made in the past (2) years):*

N/A

2. List the dollar amount/value and description of each campaign contribution made over the past two (2) years by the Applicant/Opponent to the named Canton Official:

	Description
\$ <u>N/A</u>	<u>N/A</u>
\$ <u>N/A</u>	<u>N/A</u>
\$ <u>N/A</u>	<u>N/A</u>

Note: Complete a separate form for each authorized applicant.



Community Development Department

110 Academy Street, Canton, Georgia 30114
770-704-1500

Property Information:

Address: 731 E Main St Canton, Ga 30144

Land Lot(s): 195 District: 14 Section: 2nd Map #: 91N21 Parcel #: 113 + 114

Existing Zoning Of Property: R-4 ☒ City ☐ County Total Acreage Of Property: .143

Proposed Zoning Of Property: R-4 Existing Use(s) Of Property: Single family residential

Directions to property from Main Street in downtown Canton:

Head east E Main St toward exit 19. Our home is just past Shipp St on the right hand side at the corner of Ray St. and E Main St.

Adjacent Property/Owner Information: Please provide the following information for all adjacent properties, including property connected by public rights-of-way. Attach additional sheets as necessary.

	<u>OWNER NAME/ADDRESS</u>	<u>CURRENT ZONING</u>	<u>CURRENT LAND USE</u>
NORTH	<u>Trotter, Arthur V / 690 E Main St</u>	<u>R-20</u>	<u>Single family residential</u>
SOUTH	<u>Luthehart, Mark R. + Jill M / 130 Ray St</u>	<u>R-4</u>	<u>Single family residential</u>
EAST	<u>Price, Emma / 751 E Main St</u>	<u>R-4</u>	<u>Single family residential</u>
WEST	<u>Morris, Lisa M / 691 E Main St</u>	<u>R-4</u>	<u>Single family residential</u>
OTHER	<u>Cantrell Ann / 730 E Main St</u>	<u>R-20</u>	<u>Single family residential</u>

UTILITY INFORMATION

How is sewage from this development to be managed? City

Proposed managing jurisdiction: City

How will water be provided to the site? City

Proposed managing jurisdiction: City Size Limit: _____



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PUBLIC SCHOOL POLICY STATEMENT

The Mayor and Council of the City of Canton hereby recognize that growth and development can, at times, have an effect on school capacity within the county and therefore recognize the need to share information on developments that have regional impact. In an effort to cooperate with the Cherokee County School Board and share information on residential rezoning requests, master plan applications, and land use modifications to the comprehensive land use plan, the Mayor and Council hereby encourage open dialogue and meeting between the applicant and the appropriate school board representative. Therefore, developers whose projects consist of 25 or more residential units shall contact the Cherokee County School Board and communicate with a school board representative to discuss their intent. The applicant should be prepared to address such communication if requested by the Mayor and Council at the meeting in which final action is to be taken. (Section 8-8-B-37) (Amended: 12/07/00)

County Schools serving this development:

HIGH Cherokee HS

MIDDLE Teasley MS

ELEMENTARY Hasty ES

TRAFFIC INFORMATION

Road/Street providing access: Roy St.

Width at property: (Road) 41.68 ft (Right-of-way) 25 ft

Distance to nearest major thoroughfare: 0 ft Thoroughfare Name: Main St.

Description of Road accessing property (Classification): local

In support of this request, I submit the following items, which are attached and made a part of this application:

- ☒ Boundary Survey
- ☒ Legal Description
- ☐ Letter of Intent
- ☒ Traffic Analysis Report

- ☒ Master Plan / Site Plan
- ☒ Location Map
- ☒ Hydrology Study

- ☐ Board of Appeals Review Criteria Response
- ☒ Petition Requesting Annexation
- ☐ Other (please explain) _____

- ☒ Elevation Plans
- (Guidelines available from Planning & Zoning Dept.)



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Canton Board of Appeals Review Criteria

Article H, Section 8-8-H-195 empowers the Board of Appeals to authorize variances from provisions of the Zoning Code pursuant to a finding based in the criteria listed below. Please respond to the following.

(Applications Type K : ONLY)

Are there any extraordinary and exceptional conditions pertaining to the subject property because of its size, shape or topography? The back property line is angled. We have created our plans so that

no living space is over the setback line, we just want to have a roofed back porch to enjoy.

Would the application of the Zoning Code standards as they relate to the subject property create an unnecessary hardship? I do not believe so.

Has the condition from which relief or variance is sought been a result from action by the applicant? N/A

Are there conditions peculiar to the subject property? N/A

Would relief, if granted, cause substantial detriment to the public good or impair the purpose and intent of the Zoning Code? Specifically, would the variance impair an adequate supply of light and air to adjacent property or unreasonably increase the congestion in public streets or increase the danger of fire or imperil the public safety or unreasonably diminish or impair established property values within the surrounding areas, or in any other respect impair the health, safety, comfort, morals or general welfare or the inhabitants or the City? I do not believe so, we have the ability to build the deck. We are just seeking to roof a portion of it. The roof will be shed and will not add additional height to the profile of the house.

Provide a Letter of Intent, which provides the necessary information to support your application for Variance.

Lee and Caroline Oliver
731 E Main St.
Canton, Ga 30114

7/31/24

City of Canton
151 Elizabeth St
Canton, Ga 30114

To whom it may concern,

My wife and I, Caroline and Lee Oliver, reside at 731 E Main St. Canton, GA 30114. We are seeking a variance to attach a roof structure to a proposed deck as a part of a larger renovation/addition to our home. Our home was originally built in 1900 as a part of the Crisler and Teasley Subdivision. The home has generally stayed the same over the past century plus.

Our quaint 2 bed/1 bath, 1,144 sqft home that sits on .143 acres has been an amazing first home for my wife and me. We love living in this community so much so that we are moving through the process of expanding our home so that this is not just a starter home, but a home that we can raise our future kids in. To do this, we have plans (attached) to reconfigure around 50% of the existing floor plan and add 575 sqft on the main living level and the same in a finished basement. This proposed site plan includes reconfiguring and adding onto the existing back porch. We would also like to add a shed roof onto the porch to make it more enjoyable for our future family to enjoy the outdoors rain or shine. This roof is what we are seeking a variance for.

Due to the zoning of our lot, R4, we have a 15ft setback on our back property line. After consulting with City officials we have learned that a deck/porch does not require a variance if it crosses the setback line but a roof on said porch does. The proposed roof line will encroach our neighbors to the rear, Jill Lukehart- 130 Roy St. Canton, Ga 30114. Due to the angled nature of the rear property line at some points, the roof would be as far as 10ft or as close as 1ft from the back property line (shown on the site plan).

The proposed roof addition will be approximately 32ft 7in wide and 13ft 8in deep (450sqft). It will sit approximately 10ft 7in off the ground at its highest point and will slope off to allow for shedding. It is proposed to be a metal shed roof with a gutter and downspouts to control run-off to the driveway.

As for the timing of our project, we are hoping to start construction in 2025. This depends largely on several variables such as securing financing, the timing of starting our family, identifying a contractor, etc. We are planning on completing the project in one phase. My wife and I will elect to live with her parents, who also live in Canton, during the project.

We thank you for your time reviewing our proposed plans for the addition of our home. We are happy to address any questions or concerns.

Thank you,

DEED BOOK:14775 PG:2955 Filed: 03/31/2022 02:21 PM Clerk File Number: 28-2022-013673
Rec: \$25.00 TRANSFER TAX \$330.00
Patty Baker, Clerk of Superior Court - Cherokee County, GA
ParticipantIDs: 8846450835 SubmitterID: 7067927936

COPY

Record and Return to:
Lueder, Larkin & Hunter, LLC
341 East Main Street, Suite 203
Canton, GA 30114
File No.: GA-CI-22-0070-PUR

LIMITED WARRANTY DEED

STATE OF GEORGIA
COUNTY OF CHEROKEE
APN/Parcel ID: 91N21 113 and 91N21 114

THIS INDENTURE, made this 25th day of March, 2022, between

Mallory Elise Morris and Taylor Chance Morris

as party or parties of the first part, hereinafter called Grantor, and

As Joint Tenants with Rights of Survivorship and Not as Tenants in Common
Caroline Kaufmann and Lee P. Oliver, IV

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).

W I T N E S S E T H: 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, to wit:

All that tract or parcel of land lying and being in Land Lot 195 of the 14th District, 2nd Section, Cherokee County, Georgia, being a part of Lots 64 and 65, Block C, Crisler and Treasley Subdivision, as per plat recorded in Plat Book 7, Page 119, Cherokee County, Georgia, which plat is incorporated herein and made a part hereof, and being more particularly described as follows: To find the true point of beginning, locate a rebar at the intersection of the Southeasterly right of way line of Main Street (a 50-foot right of way) and the Northeasterly right of way line of Roy Street (a 25-foot right of way), said point also being the North Westernmost corner of Lot 65; thence North 46 degrees 04 minutes 07 seconds East, 49.29 feet to the rebar found; thence South 33 degrees 20 minutes 22 seconds East, 62.10 feet to a rebar found; thence South 30 degrees 59 minutes 45 seconds East, 15.28 feet to a rebar found; thence South 66 degrees 37

DEED BOOK:14775 PG:2956 Filed: 03/31/2022 02:21 PM Clerk File Number: 28-2022-013673
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Patty Baker, Clerk of Superior Court - Cherokee County, GA
ParticipantIDs: 8846450835 SubmitterID: 7067927936

minutes 11 seconds West, 101.76 feet to an iron pin set; thence North 31 degrees 34 minutes 58 seconds West, 44. 72 feet to a rebar found and the point of beginning. Said tract containing 0.1434 acres, more or less, as shown on that certain survey by A.O.Cadille, Land Surveyor, prepared for Anthony M. Albin, III, died October 28, 1994, which plat is by reference incorporated herein and made a part hereof.
APN: 91N21 113 & 91N21 114

Subject to all easements and restrictions of record.

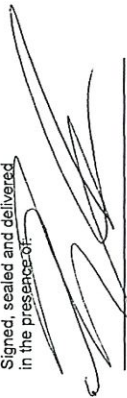
TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee, forever in FEE SIMPLE.

AND THE SAID GRANTOR will warrant and forever defend the right and title to the above described property against the claims of all persons owning, holding, or claiming by, through and under the said Grantor.

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

GRANTOR:

Signed, sealed and delivered
in the presence of:



Unofficial Witness

 (SEAL)
Mallory Elise Morris

 (SEAL)
Taylor Chance Morris

Notary Public
My Commission Expires:
[Notary Seal]



COPY

DEED BOOK:14775 PAGE:2955 Filed: 03/31/2022 02:21 PM Clerk File Number: 28-2022-013673

PT-61 (Rev. 2/18)

To be filed in **CHEROKEE COUNTY**PT-61 028-2022-003698

SECTION A - SELLER'S INFORMATION (Do not use agent's information)			SECTION C - TAX COMPUTATION	
SELLER'S LAST NAME Morris and Taylor Chang ...*	FIRST NAME Malloy	MIDDLE Elise	Exempt Code If no exempt code enter NONE	NONE
MAILING ADDRESS (STREET & NUMBER) 630 Reathatone Trail			1. Actual Value of consideration received by seller Complete Line 1A if actual value unknown \$330,000.00	
CITY, STATE / PROVINCE / REGION, ZIP CODE, COUNTRY Canton, GA 30114 USA			1A. Estimated fair market value of Real and Personal property \$0.00	
SECTION B - BUYER'S INFORMATION (Do not use agent's information)			2. Fair market value of Personal Property only \$0.00	
BUYER'S LAST NAME Kaufmann	FIRST NAME Caroline	MIDDLE	3. Amount of liens and encumbrances not removed by transfer \$0.00	
MAILING ADDRESS (Must use Buyer's address for tax billing & notice purposes) 731 E. Main Street			4. Net Taxable Value (Line 1 or 1A less Lines 2 and 3) \$330,000.00	
CITY, STATE / PROVINCE / REGION, ZIP CODE, COUNTRY Canton, GA 30114 USA			5. TAX DUE at 10 per \$100 or fraction thereof (Minimum \$1.00) \$330.00	
SECTION D - PROPERTY INFORMATION (Location of Property (Street, Route, Hwy, etc))				
HOUSE NUMBER & EXTENSION (ex 265A) 731			PRE-DIRECTION, STREET NAME AND TYPE, POST DIRECTION E Main Street	
COUNTY CHEROKEE	CITY (IF APPLICABLE)		MAP & PARCEL NUMBER 91N21 113 and 91N21 114	ACCOUNT NUMBER
TAX DISTRICT	GND	LAND DISTRICT 14th	ACRES 1.95	SUB LOT & BLOCK
SECTION E - RECORDING INFORMATION (Official Use Only)				
DATE		DEED BOOK	DEED PAGE	PLAT PAGE
ADDITIONAL BUYERS Oliver, IV, Lee P.				

... This symbol signifies that the data was too big for the field. The original values are shown below.
SELLER'S LAST NAME: Morris and Taylor Chance Morris

Printed: 07/23/2024 19:42:27 PM



Official Tax Receipt
Cherokee County, GA
2780 Marietta Hwy
Canton, 30114
--Online Receipt--

Phone: 678-493-6400

Trans No	Map Code	Property ID & District Description	Original Due	Interest & Penalty	Amount Due	Amount Paid	Transaction Balance
2023-67835	91N21113	LOT 64C CRISLER TEASLEY	\$1,862.64	\$0.00 Fees: \$0.00	\$0.00	\$1,862.64	\$0.00
Totals:			\$1,862.64	\$0.00	\$0.00	\$1,862.64	\$0.00

Paid Date: 10/31/2023

Charge Amount: \$1,862.64

KAUFMANN CAROLINE
OLIVER LEE P IV 731 E MAIN ST
30114



Scan this code with your
mobile phone to view this
bill

7/23/24, 8:08 PM

DEED BOOK:14775 PG:2955 Filed: 03/31/2022 02:21 PM Clerk File Number: 28-2022-013673
Rec: \$25.00 TRANSFER TAX \$330.00
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Record and Return to:
Lueder, Larkin & Hunter, LLC
341 East Main Street, Suite 203
Canton, GA 30114
File No.: GA-CT-22-0070-PUR

LIMITED WARRANTY DEED

STATE OF GEORGIA
COUNTY OF CHEROKEE
APN/Parcel ID: 91N21 113 and 91N21 114

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Mallory Elise Morris and Taylor Chance Morris

as party or parties of the first part, hereinafter called Grantor, and

Caroline Kaufmann and Lee P. Oliver, IV

As Joint Tenants with Rights of Survivorship and Not as Tenants in Common

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).

W I T N E S S E T H: 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, to wit:

All that tract or parcel of land lying and being in Land Lot 195 of the 14th District, 2nd Section, Cherokee County, Georgia, being a part of Lots 64 and 65, Block C, Crisler and Teasley Subdivision, as per plat recorded in Plat Book 7, Page 119, Cherokee County, Georgia, which plat is incorporated herein and made a part hereof, and being more particularly described as follows: To find the true point of beginning, locate a rebar at the intersection of the Southeastly right of way line of Main Street (a 50-foot right of way) and the Northeastly right of way line of Roy Street (a 25-foot right of way), said point also being the North Westernmost corner of Lot 65; thence North 46 degrees 04 minutes 07 seconds East, 49.28 feet to the Northwesternmost corner of Lot 64; thence North 53 degrees 47 minutes 38 seconds East, 50.42 to a rebar found; thence South 33 degrees 20 minutes 22 seconds East, 62.10 feet to a Rebar found; thence South 30 degrees 59 minutes 45 seconds East, 15.28 feet to a rebar found; thence South 68 degrees 37

7/23/24, 8:08 PM

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APN: 91N21 113 & 91N21 114

Subject to all easements and restrictions of record.

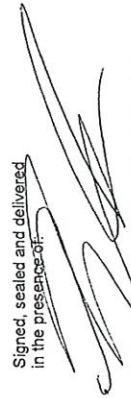
TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee, forever in FEE SIMPLE.

AND THE SAID GRANTOR will warrant and forever defend the right and title to the above described property against the claims of all persons owning, holding, or claiming by, through and under the said Grantor.

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

GRANTOR:

Signed, sealed and delivered
in the presence of:



Unofficial Witness

 (SEAL)
Mallory Elise Morris

 (SEAL)
Taylor Chance Morris

Notary Public
My Commission Expires:
[Notary Seal]



COPY

PT-61 (Rev. 2/18)

To be filed in **CHEROKEE COUNTY** **PT-61 028-2022-003698**

SECTION A - SELLER'S INFORMATION (Do not use agent's information)			SECTION C - TAX COMPUTATION	
SELLER'S LAST NAME Morris and Taylor Chanc ...	FIRST NAME Mallozy	MIDDLE Ellie	Exempt Code If no exempt code enter NONE	NONE
MAILING ADDRESS (STREET & NUMBER) 630 Heathstone Trail Canton, GA 30114 USA			1. Actual Value of consideration received by seller Complete Line 1A if actual value unknown \$330,000.00	
CITY, STATE / PROVINCE / REGION, ZIP CODE, COUNTRY Canton, GA 30114 USA			1A. Estimated fair market value of Real and Personal property \$0.00	
DATE OF SALE 3/25/2022			2. Fair market value of Personal Property only \$0.00	
SECTION B - BUYER'S INFORMATION (Do not use agent's information)			3. Amount of liens and encumbrances not removed by transfer \$0.00	
BUYER'S LAST NAME Kaufmann	FIRST NAME Caroline	MIDDLE	4. Net Taxable Value (Line 1 or 1A less Lines 2 and 3) \$330,000.00	
MAILING ADDRESS (Must use buyer's address for tax billing & notice purposes) 731 E. Main Street Canton, GA 30114 USA			5. TAX DUE at .10 per \$100 or fraction thereof (Minimum \$1.00) \$330.00	
CITY, STATE / PROVINCE / REGION, ZIP CODE, COUNTRY Canton, GA 30114 USA			6. Check Buyer's Intended Use (X) Residential () Commercial () Agricultural () Industrial	
SECTION D - PROPERTY INFORMATION (Location of Property (Street, Route, Hwy, etc))				
HOUSE NUMBER & EXTENSION (ex 285A) 731				
PRE-DIRECTION, STREET NAME AND TYPE, POST DIRECTION E Main Street				
COUNTY CHEROKEE	CITY (IF APPLICABLE) 91N21 113 and 91N21 114		MAP & PARCEL NUMBER ACCOUNT NUMBER	
TAX DISTRICT GMD	LAND DISTRICT 14th	ACRES 1.95	SUB LOT & BLOCK	
SECTION E - RECORDING INFORMATION (Official Use Only)				
DEED BOOK		DEED PAGE		PLAT PAGE
DATE				
ADDITIONAL BUYERS Oliver, IV, Lee P.				

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SELLER'S LAST NAME: Morris and Taylor Chance Morris

Printed: 07/23/2024 19:44:01 PM



Official Tax Receipt
Cherokee County, GA
2780 Marietta Hwy
Canton, 30114
--Online Receipt--

Phone: 678-493-6400

Trans No	Map Code	Property ID & District Description	Original Due	Interest & Penalty	Amount Due	Amount Paid	Transaction Balance
2023-67836	91N21114	LOT 65,BLK C, CRISLER S/DPB JJ PG 168	\$309.13	\$0.00 Fees: \$0.00	\$0.00	\$309.13	\$0.00
Totals:			\$309.13	\$0.00	\$0.00	\$309.13	\$0.00

Paid Date: 10/31/2023

Charge Amount: \$309.13

KAUFMANN CAROLINE
OLIVER LEE P IV 731 E MAIN ST
30114



Scan this code with your
mobile phone to view this
bill

DEED BOOK:14775 PG:2957 Filed: 03/31/2022 02:21 PM Clerk File Number: 28-2022-013674
Rec: \$25.00 Intangible Tax: \$940.50 Penalty: \$0.00 Interest: \$0.00
Patty Baker, Clerk of Superior Court - Cherokee County, GA
ParticipantIDs: 8846450835 SubmitterID: 7067927936

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When recorded, return to:
Ameris Bank, c/o DocProbe, LLC
Attn: Final Document Department
1920 Swarthmore Avenue
PO Box 1115
Lakewood, NJ 08701

Parcel ID # 91N21 113 & 91N21 114
Title Order No.: GACT220070
Escrow No.: GACT220070
LOAN #: 7166320322

[Space Above This Line For Recording Data]

SECURITY DEED

MIN: 1009207-00032080-4
MERS PHONE #: 1-888-679-6377

DEFINITIONS
Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated March 25, 2022, together with any other documents or instruments that are recorded in connection with this Security Instrument.
(B) "Borrower" is LEE P OLIVER IV AND CAROLINE KAUFMANN, AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP.

Borrower is the grantor under this Security Instrument.
(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the grantee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.
(D) "Lender" is Ameris Bank.

Lender is a Corporation, organized and existing under the laws of Georgia.
Lender's address is 1800 Parkway Place, Suite 820, Marietta, GA 30067.

(E) "Note" means the promissory note signed by Borrower and dated March 25, 2022. The Note states that Borrower owes Lender THREE HUNDRED THIRTEEN THOUSAND FIVE HUNDRED AND NO/100 Dollars (U.S. \$313,500.00)

GEORGIA - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 301 1/01
ICE Mortgage Technology, Inc.
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Rec: \$25.00 Intangible Tax: \$940.50 Penalty: \$0.00 Interest: \$0.00
Patty Baker, Clerk of Superior Court - Cherokee County, GA
ParticipantIDs: 8846450835 SubmitterID: 7067927936

plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than April 1, 2052.
(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late fees, and all other amounts due under this Security Instrument, plus interest.
(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower (check box as applicable):
☐ Adjustable Rate Rider ☐ Condominium Rider ☐ Second Home Rider
☐ Balloon Rider ☐ Planned Unit Development Rider ☐ 1-4 Family Rider
☐ Biweekly Payment Rider ☐ V.A. Rider
☐ Other(s) (specify)

LOAN #: 7166320232

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
(K) "Electronic Fund Transfer" means any transfer of funds, other than a transaction originated by check, draft, money order, or cash, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
(L) "Escrow Items" means those items that are described in Section 3.
(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the contract described in Section 5) to the lender, or any other party, in connection with the loan, or the property, or the taking of all or any part of the property, or the conveyance of the property, or the completion of the taking of all or any part of the value and/or condition of the Property.
(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.
(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.
(P) "RESPA" means the Real Estate Settlement Procedures Act (12 C.F.R. § 602.1 et seq.) and its implementing regulations (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.
(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument is subject to the terms, conditions, covenants, and agreements of the Note, and all renewals, extensions and modifications of the Note; and (i) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS, with power of sale, the following described property located in the _____ County

of Cherokee
[Name of Recording Jurisdiction]
SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS "EXHIBIT A".
APN #: 97N21113 & 97N21 114

GEORGIA - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3011 1/01
ICE Mortgage Technology, Inc. Page 2 of 10

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Georgia 30114 ("Property Address"):

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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[illegible]

2. **Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments under the Note shall be applied in the following order of priority: (a) Interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a substantial amount to pay any late charge, the payment may be applied to the delinquent payment and the remaining amount to pay any late charge. If more than one late charge is outstanding, Lender may apply any payment received to the delinquent late charge. If the delinquent late charge is paid, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments 1. and to the extent that, each payment can be applied to the delinquent late charge, the payment is applied to the delinquent late charge until the full payment of one or more delinquent late charges is received. 2. To the extent that any excess exists after the payment is applied to the delinquent late charge, such excess may be applied to any late charges due. Voluntary prepayments of more than one Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments of more than one Periodic Payments, such excess may be applied to any prepayment charges and then as described in the Note.

[illegible]

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5. **Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and other perils commonly covered by policies of fire insurance, including, but not limited to, earthquakes and floods, to which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods of time required by applicable law. Lender requires premiums to the preceding sentences change during the term of this loan. If Borrower fails to obtain or maintain the required insurance, Lender reserves its right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for



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payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might not protect Borrower. Borrower's duty to maintain the required insurance coverage, then was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of the insurance coverage that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5.1 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon demand.

Under the policies required by Lender, all insurance policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewals of the policies in force. Lender shall promptly give to Lender all receipts of paid premiums and certificates. If Lender requires, Borrower shall promptly give to Lender any form of insurance coverage, not otherwise required by Lender, and shall maintain such coverage in full force and effect. If Borrower obtains a standard mortgage clause and an additional loss payee, Lender as mortgagee and/or as an additional loss payee, shall include a standard mortgage clause and an additional loss payee.

any time in the event of loss. Borrower shall give prompt notice to the insurance carrier and Lender, and shall pay any amount of loss. If not made promptly by Borrower, unless Lender or Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property. If the restoration or repair is economically feasible, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such property and to determine whether or not such insurance proceeds for the repair and restoration shall be applied to the Property. Lender may disburse proceeds for the repair and restoration in a single payment, or in a series of progress payments as the work is completed. Unless an agreement is made in writing or by applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay interest on such insurance proceeds. For public adjusters, or other third parties, any interest or earnings on such proceeds, less the fee of the public adjusters, shall be the sole obligation of the Borrower. If the restoration or repair is not economically feasible or if the insurance proceeds are not sufficient to pay the cost of the restoration or repair, the balance of the proceeds shall be applied to the Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

6. Occupancy. Borrower shall occupy, establish, and use the Property as B then owner, principal or sole proprietor of the business, and shall not use the Property for any other purpose. If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and any other claim and related matters. If Borrower does not respond within 30 days of a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The Property shall be insured for the full replacement cost of the Property, including the cost of removal and debris, for a 90-day period will begin when the notice is given. In either event, or if Lender acquires the Property pursuant to Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument and (b) any other of Borrower's rights concerning the Property, insofar as such rights are applicable to the Property, in order to enable Lender to pay the amounts due on the Note or this Security Instrument and to pay any amounts unpaid under the Note or this Security Instrument, whether or not then due.

residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. **Preservation, Maintenance and Protection of the Property.** Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in good order to prevent the Property from becoming damaged or deteriorated. Borrower shall not use the Property for any purpose that is not economically feasible. Borrower shall not use the Property for any purpose that is not in accordance with the applicable zoning laws. Repairs. Section 5 of that repair or restoration is not economically feasible. Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds or insurance proceeds to Borrower. If insurance or condemnation proceeds are not received by Borrower, or if the proceeds are not sufficient for repair or restoration, Borrower shall be responsible for the cost of such repair or restoration.

8. Borrower's Loan Application. Borrower shall be in default if, during the applicable process, borrower or any persons acting at the direction of Borrower or with Borrower's knowledge or consent provide materially false, misleading or inaccurate information or statements to Lender (or its representatives) in connection with the Loan. Material representations include, but are not limited to, misstatements concerning Borrower's ownership of the Property, principal residence,

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Rec: \$25.00 Intangible Tax: \$940.50 Penalty: \$0.00 Interest: \$0.00
Party Baker, Clerk of Superior Court - Cherokee County, GA
ParticipantIDs: 8846450835 SubmitterID: 7067927936

LOAN #: 7166302032

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.

If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or foreclosure, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and assessing the value of the Property, and securing and/or retaining the Property, and Lender shall be entitled to: (a) pay any sums secured by a lien which has priority over this Security Instrument; (b) appoint in court, and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, making repairs, replacing doors and windows, draining water from pipes, and eliminating building or other code violations or dangerous conditions. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge and the ground lease shall terminate.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer. Borrower shall continue to pay to Lender the amount of the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance coverage that was in effect when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender agrees to reimburse Lender (or any entity that purchases the Note) for certain losses it may incur if Mortgage Insurance ceases to be available from the mortgage insurer that previously provided such insurance as a condition of making the Loan and Borrower was required to pay the premiums designated payments toward the premiums for Mortgage Insurance. Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note. Mortgage Insurance terminates if Lender (or any entity that purchases the Note) for certain losses it may incur if Mortgage Insurance ceases to be available from the mortgage insurer that previously provided such insurance. Mortgage Insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer. Borrower shall continue to pay to Lender the amount of the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance coverage that was in effect when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender agrees to reimburse Lender (or any entity that purchases the Note) for certain losses it may incur if Mortgage Insurance ceases to be available from the mortgage insurer that previously provided such insurance as a condition of making the Loan and Borrower was required to pay the premiums designated payments toward the premiums for Mortgage Insurance. Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note. Mortgage Insurance terminates if Lender (or any entity that purchases the Note) for certain losses it may incur if Mortgage Insurance ceases to be available from the mortgage insurer that previously provided such insurance. Mortgage Insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer. Borrower shall continue to pay to Lender the amount of the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance coverage that was in effect when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender agrees to reimburse Lender (or any entity that purchases the Note) for certain losses it may incur if Mortgage Insurance ceases to be available from the mortgage insurer that previously provided such insurance as a condition of making the Loan and Borrower was required to pay the premiums designated payments toward the premiums for Mortgage Insurance. Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note. Mortgage Insurance terminates if Lender (or any entity that purchases the Note) for certain losses it may incur if Mortgage Insurance ceases to be available from the mortgage insurer that previously provided such insurance. Mortgage Insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower pays for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the amounts that Borrower has agreed to pay for the Mortgage Insurance under the Homeowners Protection Act of 1988 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.



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ParticipantIDs: 8846450835 SubmitterID: 7067927936

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.
If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect and determine the extent of the damage and the amount of the repair and restoration. If the repair and restoration is not completed within the time period specified in the Security Instrument, Lender shall be authorized to use such Miscellaneous Proceeds for the repair and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 12. If the Miscellaneous Proceeds are not applied to the sums secured by this Security Instrument, the Miscellaneous Proceeds shall be paid to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by the Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds realized by the following fraction: (a) the fair market value of the Property immediately before the partial taking, destruction, or loss in value, divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

The Property is abandoned to Borrower if Borrower fails to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's opinion, is likely to result in the loss of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied to the sums secured by this Security Instrument.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender extending any right of remedy or enforcement of the sums secured by this Security Instrument shall not constitute a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"); (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees to release, defend, indemnify and hold Lender harmless from and against all claims, damages, costs and expenses, including reasonable attorneys' fees, incurred by Lender in connection with the co-signer's failure to execute the Note or make any assignment or conveyance of the Property.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.



COPY

DEED BOOK:14775 PG:2964 Filed: 03/31/2022 02:21 PM Clerk File Number: 28-2022-013674
Rec: \$25.00 Intangible Tax: \$940.50 Penalty: \$0.00 Interest: \$0.00
Party Baker, Clerk of Superior Court - Cherokee County, GA
ParticipantIDs: 8846450835 SubmitterID: 7067927936

14. **Loan Charges.** Lender may charge Borrower fees for services performed in connection with the loan, including but not limited to, attorneys' fees, property inspection and valuation fees, in regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charges to the permitted limits; and (b) any such loan charge shall be deemed to have been reduced to the permitted limits. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. **Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to the last address for Borrower or Lender on file with the Lender. Lender may give notice addressed to any other address if it is deemed to be the most appropriate address for notice. Lender shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. **Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might prohibit the parties from agreeing to certain provisions. In the event of such conflict, the provisions of this Security Instrument shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

18. **Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser. If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, Lender shall not be deemed to have been given to Lender until actually received by Lender. Lender specifies this option. Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. **Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the expiration of the period of acceleration. The conditions are: (a) Borrower has paid all sums secured by the Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) pays all expenses incurred in enforcing this Security Instrument. Lender may, at its discretion, require that under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check

GEORGIA - Single Family - Fannie Mae Uniform Instrument Form 3011 101
ICE Mortgage Technology, Inc.
Page 8 of 10
GADEED 0419
GADEED (CLS)
03/21/2022 11:37 AM PST



COPY

COPY

LOAN # 7166320232

This Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by such person given in compliance with the requirements of Section 19) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before such action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph.

(c) The notice of acceleration given pursuant to this Section 20 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

GEORGIA – Single Family – Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3011 1/01
ICE Mortgage Technology, Inc. Page 9 of 10

GADEED 0419
GADEED (CLS)
03/21/2022 11:37 AM PST



COPY

BORROWER ACCEPTS AND AGREES to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

IN WITNESS WHEREOF, Borrower has signed and sealed this Security Instrument.

Signed, sealed and delivered in the presence of:

See P. 10, 11
KEEP OLIVER IN
DATE 3/5/77 (Seal)

Caroline Kauffmann



Unofficial Witness

Notary Public, _____ County

Lender: Ameris Bank
NMLS ID: 488089
Loan Originator: Mark Ziellinski
NMLS ID: 211156



Lender: Ameris Bank
NMLS ID: 408099
Loan Originator: Mark
NMLS ID: 211156

GEORGIA - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3011 1/01
 ICE Mortgage Technology, Inc. Page 10 of 10

GADEED 0419
GADEED (CLS)
03/21/2022 11:37 AM PST



DEED BOOK:14775 PG:2967 Filed: 03/31/2022 02:21 PM Clerk File Number: 28-2022-013674
Rec: \$25.00 Intangible Tax: \$940.50 Penalty: \$0.00 Interest: \$0.00
Patty Baker, Clerk of Superior Court - Cherokee County, GA
ParticipantIDs: 8846450835 SubmitterID: 7067927936

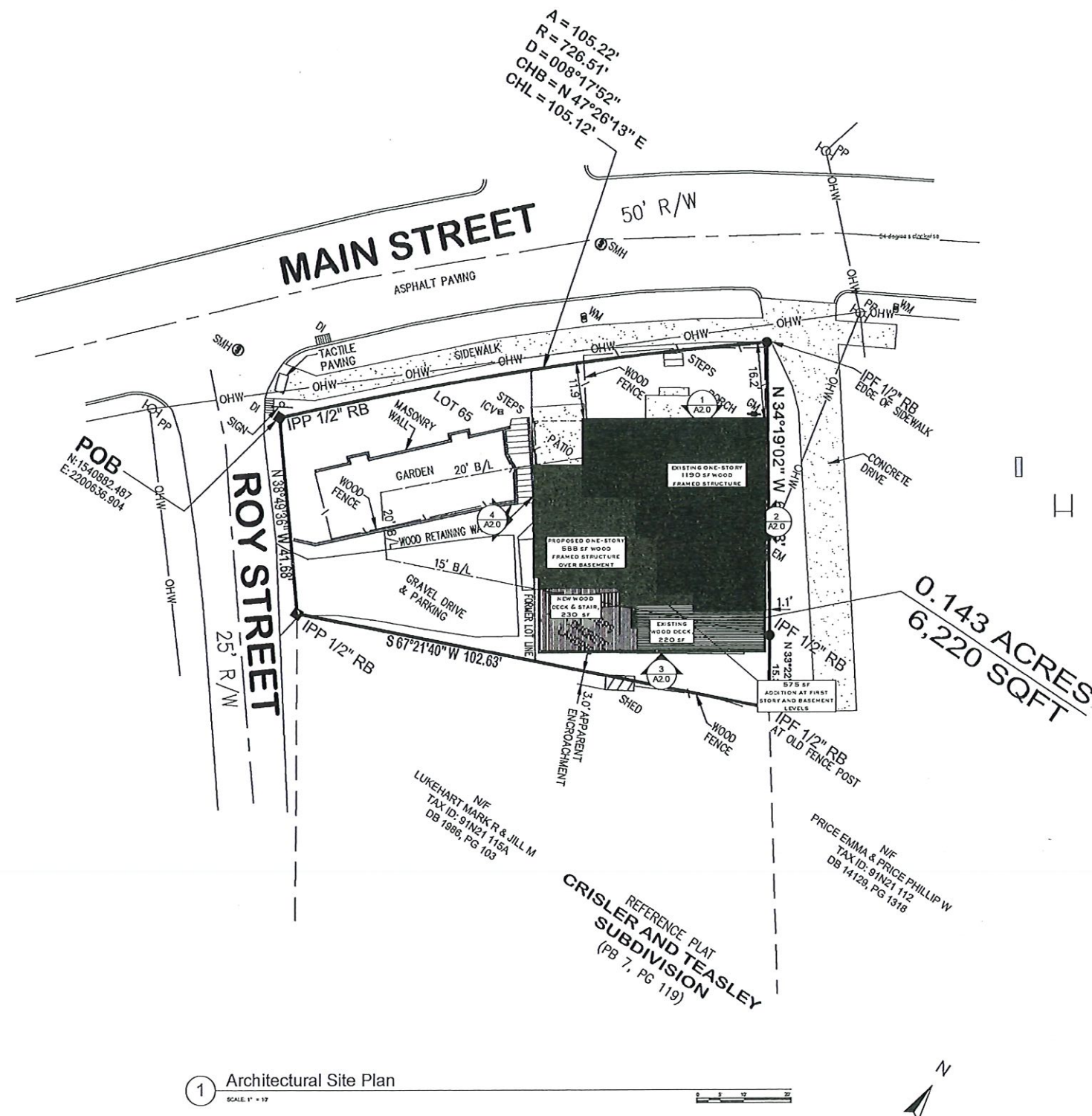
COPY

EXHIBIT A

All that tract or parcel of land lying and being in Land Lot 195 of the 14th District, 2nd Section, Cherokee County, Georgia, being a part of Lots 64 and 65, Block C, Crisler and Teasley Subdivision, as per plat recorded in Plat Book 7, Page 119, Cherokee County, Georgia, which plat is incorporated herein and made a part hereof, and being more particularly described as follows: To find the true point of beginning, locate a rebar at the intersection of the Southeasterly right of way line of Main Street (a 50-foot right of way) and the Northeasterly right of way line of Roy Street (a 25-foot right of way), said point also being the North Westernmost corner of Lot 65; thence North 46 degrees 04 minutes 07 seconds East, 49.29 feet to the Northwestern most corner of Lot 64; thence North 53 degrees 47 minutes 38 seconds East; 50.42 to a rebar found; thence South 33 degrees 20 minutes 22 seconds East, 62.10 feet to a Rebar found; thence South 30 degrees 59 minutes 45 seconds East, 15.28 feet to a rebar found; thence South 68 degrees 37 minutes 11 seconds West, 101.76 feet to an iron pin set; thence North 31 degrees 34 minutes 58 seconds West, 44.72 feet to a rebar found and the point of beginning. Said tract containing 0.1434 acres, more or less, as shown on that certain survey by A.O. Carille, Land Surveyor, prepared for Anthony M. Albin, III, died October 28, 1994, which plat is by reference incorporated herein and made a part hereof. APN: 91N21 113 & 91N21 114

Exhibit A Legal Description

GA-CT-22-0070-PUR



Maggie McBride, RA
c: maggie@bunker.design
p: 404.402.1316
Kandace Walker-Bunda
c: kandace@bunker.design
p: 646.401.2077

731 Main Street
Residential Renovation/Addition
731 Main Street
Canton, GA 30114

revisions:		
no.	date	description
1	2/29/24	Feasibility Study
2	3/27/24	Feasibility Study II
3	4/19/24	Feasibility Study III
4	4/19/24	Feasibility Study IV

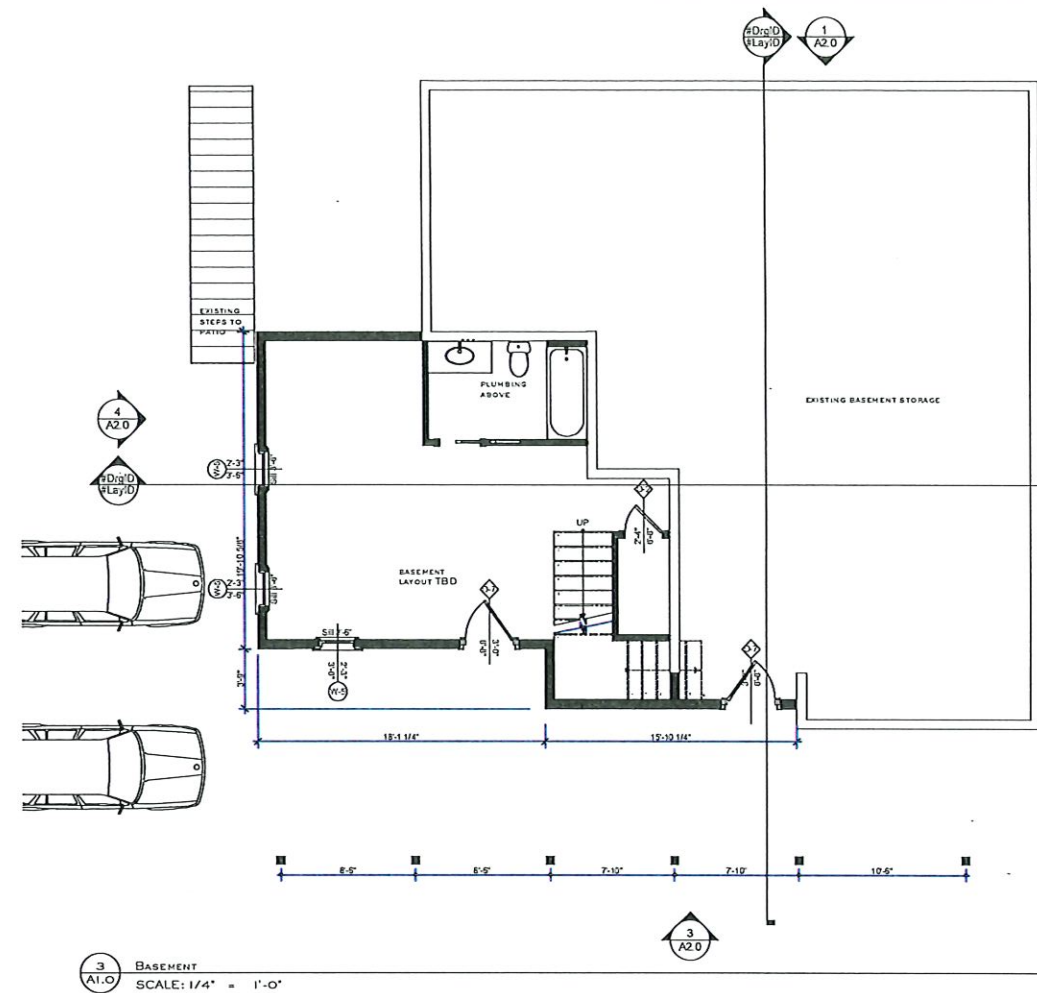
job number:	240229
date of issue:	
drawing name:	

ARCHITECTURAL SITE
PLAN

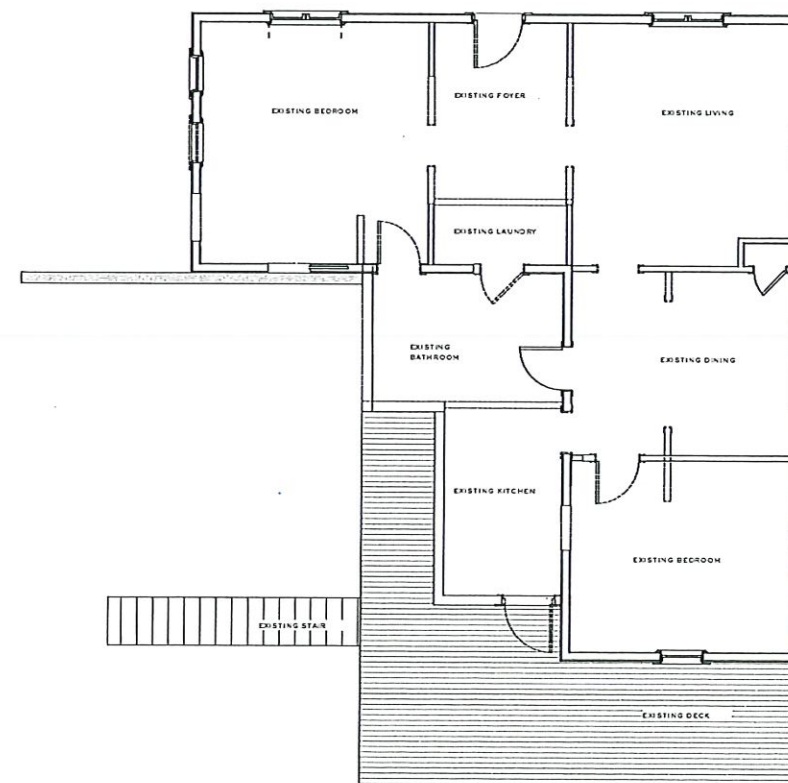
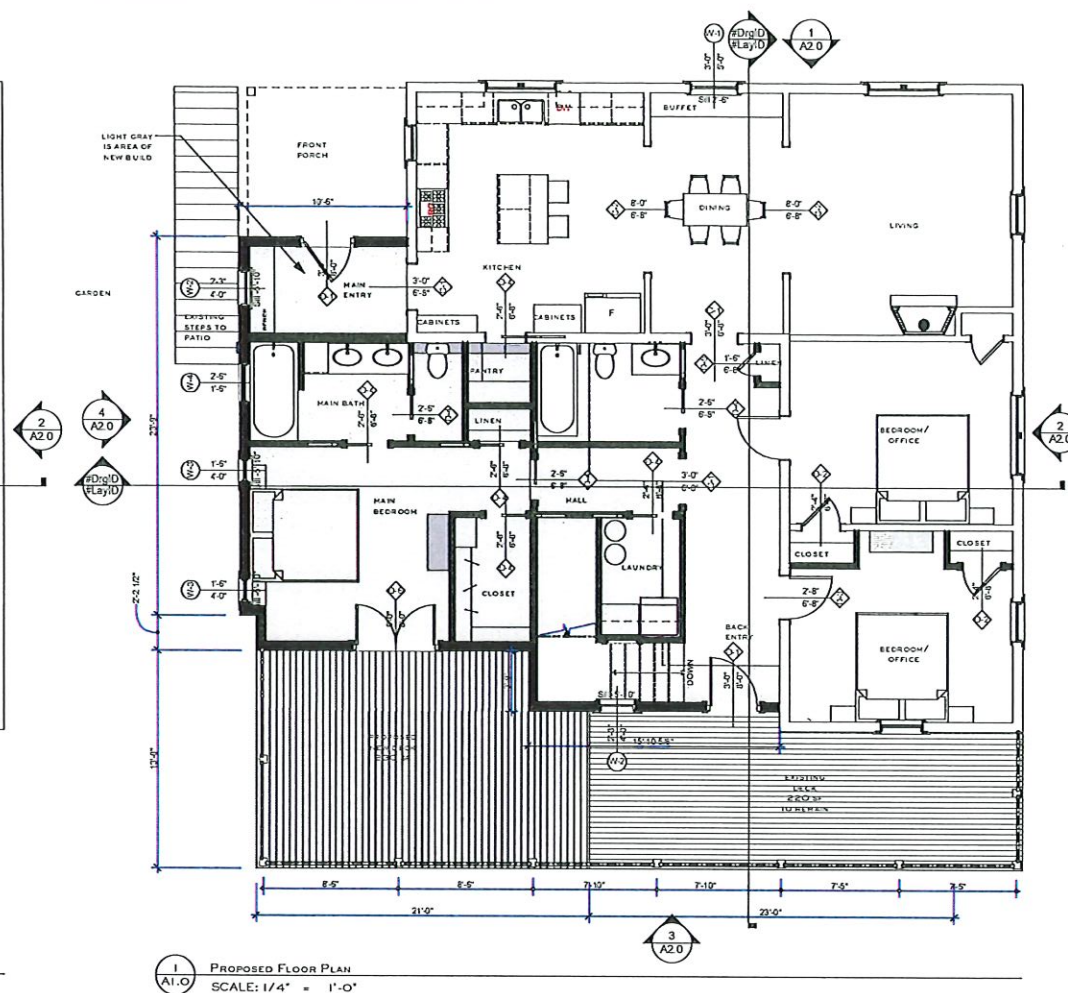
drawing no:

ASP

Not for Construction



WALL SCHEDULE	
	NEW WALL
	EXISTING WALL
	DEMO WALL
ADD' SQUARE FOOTAGE:	
MAIN FLOOR- 588 SF	
BASEMENT-518 SF	
NEW DECK- 230 SF	



**BUNKER
DESIGN HOUSE**

Maggie McBride, RA
e: maggie@bunker.design
p: 404.402.1316

Kandace Walker-Bunda
e: kandace@bunker.design
p: 646.401.2077

731 Main Street
Residential Renovation/Addition

731 Main Street
Casson, GA 30114

revisions:		
no.	date	description
1	2/29/24	Feasibility Study
2	3/27/24	Feasibility Study II
3	4/19/24	Feasibility Study III
4	4/19/24	Feasibility Study IV

job number:	240229
date of issue:	
drawing name:	

PROPOSED PLANS

drawing no:

A1.0

Not for Construction



BUNKER
DESIGN HOUSE

Maggie McBride, RA
e: maggie@bunker.design
p: 404.402.1316

Kandace Walker-Bunda
e: kandace@bunker.design
p: 646.401.2077

731 Main Street
Residential Renovation/Addition

731 Main Street
Cotton, GA 30144

revisions:		
no.	date	description
	2/29/24	Feasibility Study
	3/27/24	Feasibility Study II
	4/19/24	Feasibility Study III
	4/19/24	Feasibility Study IV

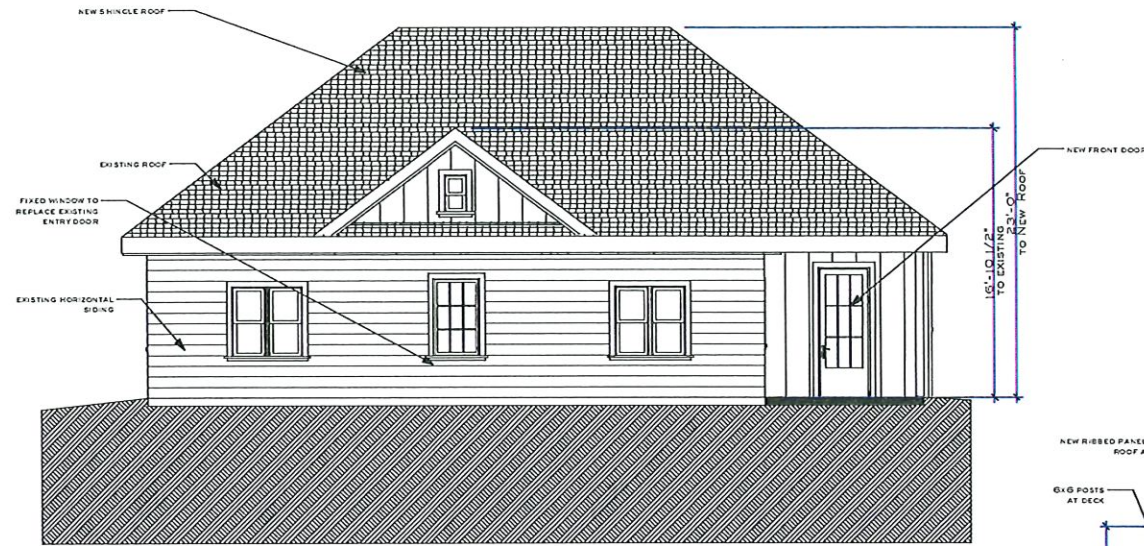
job number:	240229
date of issue:	
drawing name:	

EXTERIOR
ELEVATIONS

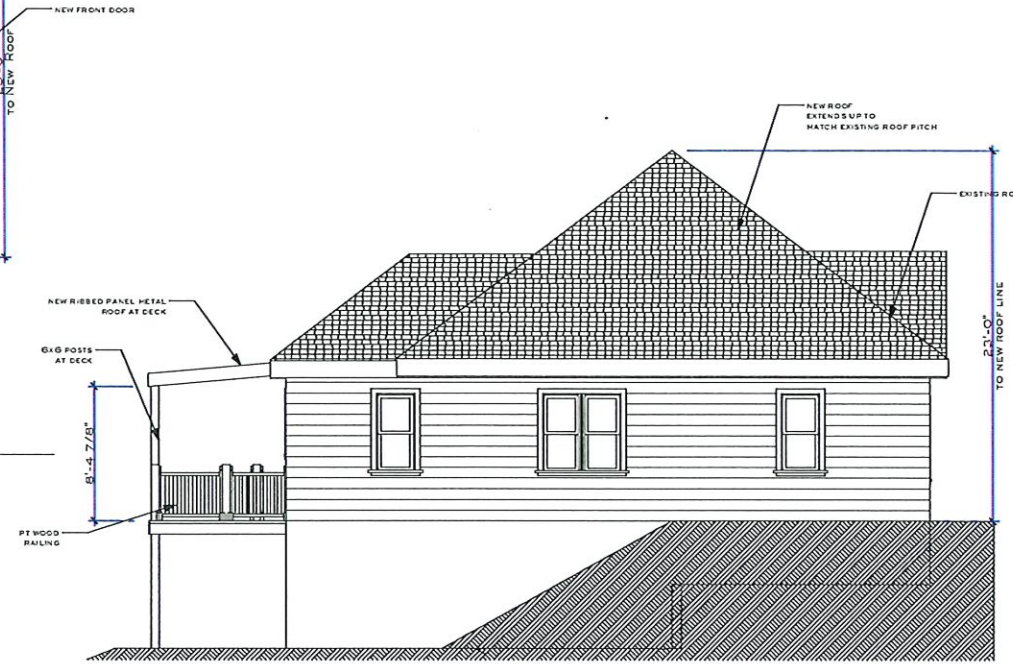
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A2.0

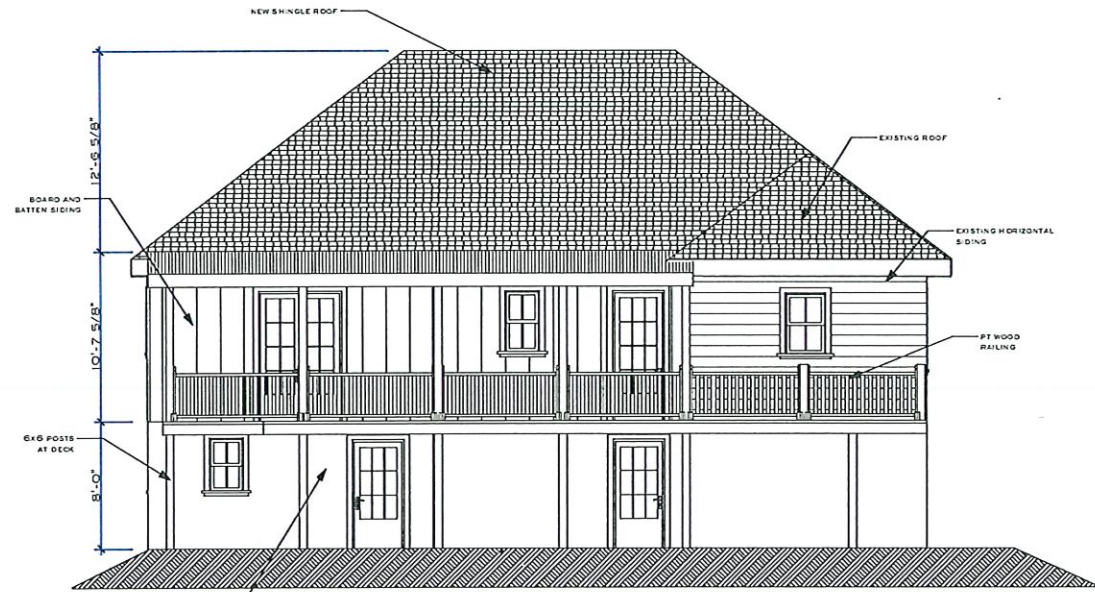
Not for Construction



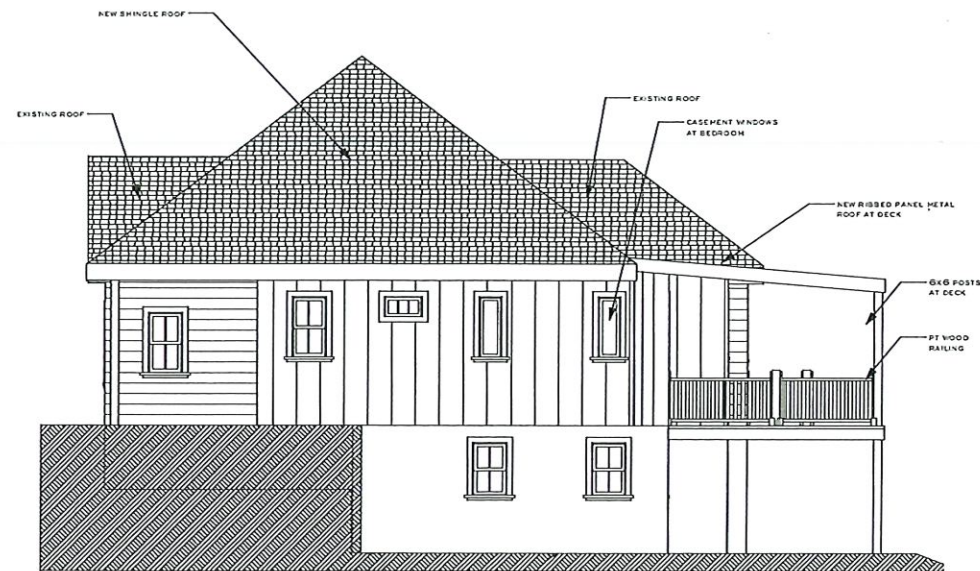
1 NORTH ELEVATION
SCALE: 1/4" = 1'-0"



2 EAST ELEVATION
SCALE: 1/4" = 1'-0"



3 SOUTH ELEVATION
SCALE: 1/4" = 1'-0"



4 WEST ELEVATION
SCALE: 1/4" = 1'-0"



