CANTON

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

Public Hearing Application

Project # VAR2407-013

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
State: GA Zip Code: 30114
Telephone: 478-957-7451
Fax Number:
Email Address: leepoiv@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: leepoiv@gmail.com

This Application For *(Check Only One)*:

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

CANTON

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 penalites 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 theron.

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

Sworn To and Subscribed Before Me This 1st Day Of August, 20 24.

Notary Signature: Christy A Hulsey

Christy A Hulsey
NOTARY
PUBLIC
Pickens County Georgia

09/06/27

CANTON

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 penalites 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 theron.

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 person named below to act as applicant in the pursuit of a request for:

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

Name of Authorized Applicant: Lee Oliver

Signature: [signature]

Mailing Address: 731 E Main St

City: Canton
State: GA Zip Code: 30114
Telephone: 478-952-7451
Fax Number:
E-mail: leepoiv@gmail.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, 20 24

Notary Signature: Christy A Hulsey

Christy A Hulsey NOTARY (Seal) PUBLIC

09/06/27

CANTON
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
$ N/A	N/A
$ N/A	N/A
$ N/A	N/A

Note: Complete a separate form for each authorized applicant.

CANTON

Community Development Department
110 Academy Street, Canton, Georgia 30114
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Property Information:

Address: 731 E Main St Canton, Ga 30114

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 Roy 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.

	OWNER NAME/ADDRESS	CURRENT ZONING	CURRENT LAND USE
NORTH	Trotter, Arthur V / 690 E Main St	R-20	Single family residential
SOUTH	Lutchart, Mark R. & Jill M / 130 Roy St	R-4	Single family residential
EAST	Price, Ema / 751 E Main St	R-4	Single family residential
WEST	Morris, Lisa M / 691 E Main St	R-4	Single family residential
OTHER	Cantrell Ann B / 730 E Main St	R-20	Single family residential

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) 41.69 ft (Right-of-way) 25ft

Distance to nearest major thoroughfare: 0ft 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:

- [x] Boundary Survey
- [x] Legal Description
- [x] Letter of Intent
- [x] Traffic Analysis Report
- [x] Master Plan / Site Plan
- [x] Location Map
- [x] Hydrology Study

(Guidelines available from Planning & Zoning Dept.)

- [ ] Board of Appeals Review Criteria Response
- [x] Elevation Plans
- [x] Petition Requesting Annexation
- [ ] Other (please explain) ______

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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 no 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

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

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

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 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

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Rec: $25.00 TRANSFER TAX $330.00
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.Carlile, Land Surveyor, prepared for Anthony M. Albin, III, dted 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.

Signed, sealed and delivered in the presence of:

Unofficial Witness

Notary Public
My Commission Expires: ________
[Notary Seal]

WM MATTHEW SUBER NOTARY PUBLIC Exp. Apr. 1, 2023 CHEROKEE COUNTY, GA

GRANTOR:

Mallory Elise Morris (SEAL)

Taylor Chance Morris (SEAL)

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 Chanc ...*	FIRST NAME: Mallory	MIDDLE: Elise	Exempt Code If no exempt code enter NONE	NONE
MAILING ADDRESS (STREET & NUMBER): 630 Hearthstone 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	DATE OF SALE: 3/25/2022		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	Check Buyers Intended Use (X) Residential ( ) Commercial ( ) Agricultural ( ) Industrial		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				SUITE NUMBER:
COUNTY: CHEROKEE	CITY (IF APPLICABLE):		MAP & PARCEL NUMBER: 91N21 113 and 91N21 114		ACCOUNT NUMBER:
TAX DISTRICT:	GMD:	LAND DISTRICT: 14th	ACRES:	LAND LOT: 195	SUB LOT & BLOCK:

SECTION E – RECORDING INFORMATION (Official Use Only)				
DATE	DEED BOOK	DEED PAGE	PLAT BOOK	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	91N21 113	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

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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ParticipantIDs: 8846450835 SubmitterID: 7067927936

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 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

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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.

Signed, sealed and delivered in the presence of:

GRANTOR:

Unofficial Witness

Mallory Elise Morris (SEAL)
Mallory Elise Morris

Notary Public
My Commission Expires:
[Notary Seal]

(SEAL)
Taylor Chance Morris

WM MATTHEW SUBER
NOTARY PUBLIC
Exp. Apr. 1, 2023
CHEROKEE COUNTY, GA

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)			
SELLER'S LAST NAME: Morris and Taylor Chanc ...*	FIRST NAME: Mallory	MIDDLE: Elise	
MAILING ADDRESS (STREET & NUMBER): 630 Hearthstone Trail			
CITY, STATE / PROVINCE / REGION, ZIP CODE, COUNTRY: Canton, GA 30114 USA	DATE OF SALE: 3/25/2022		
SECTION B – BUYER'S INFORMATION (Do not use agent's information)			
BUYER'S LAST NAME: Kaufmann	FIRST NAME: Caroline	MIDDLE:	
MAILING ADDRESS (Must use buyer's address for tax billing & notice purposes): 731 E. Main Street			
CITY, STATE / PROVINCE / REGION, ZIP CODE, COUNTRY: Canton, GA 30114 USA	Check Buyers Intended Use: (X) Residential ( ) Commercial ( ) Agricultural ( ) Industrial		

SECTION C – TAX COMPUTATION	
Exempt Code If no exempt code enter NONE	NONE
1. Actual Value of consideration received by seller Complete Line 1A if actual value unknown	$330,000.00
1A. Estimated fair market value of Real and Personal property	$0.00
2. Fair market value of Personal Property only	$0.00
3. Amount of liens and encumbrances not removed by transfer	$0.00
4. Net Taxable Value (Line 1 or 1A less Lines 2 and 3)	$330,000.00
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		SUITE NUMBER:
COUNTY: CHEROKEE	CITY (IF APPLICABLE):	MAP & PARCEL NUMBER: 91N21 113 and 91N21 114	ACCOUNT NUMBER:
TAX DISTRICT:	GMD:	LAND DISTRICT: 14th	ACRES:
LAND LOT: 195	SUB LOT & BLOCK:		

SECTION E – RECORDING INFORMATION (Official Use Only)

DATE	DEED BOOK	DEED PAGE	PLAT BOOK	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 19:44:01 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	91N21 114	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

When recorded, return to:
Ameris Bank, c/o Docprobe, LLC
Attn: Final Document Department
1820 Swarthmore Avenue
P.O. Box 2132
Lakewood, NJ 08701

Parcel ID # 91N21 113 & 91N21 114
Title Order No.: GACT220070
Escrow No.: GACT220070
LOAN #: 7166320232

[Space Above This Line For Recording Data]

SECURITY DEED

MIN: 1009207-0000320090-4
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 all Riders to this document.
(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**)

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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 charges due under the Note, and all sums 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]

(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 Funds Transfer"** means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, 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 coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, 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 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (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 secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) 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**
[Type of Recording Jurisdiction]
of **Cherokee**
[Name of Recording Jurisdiction]:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS "EXHIBIT A".
APN #: 91N21113 & 91N21 114

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which currently has the address of 731 E Main St, Canton,
[Street] [City]

Georgia 30114 ("Property Address"):
[Zip Code]

TO HAVE AND TO HOLD this property unto MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, forever, together with all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

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.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made 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 is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. **Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender 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 sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. **Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage

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Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

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 any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's 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 the

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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 or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 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.

All insurance policies required by Lender and renewals of such 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 renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and 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 and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs 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 Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance 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 insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under 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 (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal 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 order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 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 for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

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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 forfeiture, 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/or assessing the value of the Property, and securing and/or repairing the Property (as set forth below). Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing 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 unless Lender agrees to the merger in writing.

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 selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due 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 non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not 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 requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately 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 reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage 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).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(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 will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has – if any – with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 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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LOAN #: 7166320232

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 such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs 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 2.

In the event of a total taking, destruction, or loss in value of the Property, 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.

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 this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured 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.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers 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 judgment, could result in forfeiture 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 in the order provided for in Section 2.

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 in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be 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 that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

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.

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
Patty 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 Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, 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 charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. 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 Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument 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 be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict 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.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

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, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises 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 earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this 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) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights 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

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ParticipantIDs: 8846450835 SubmitterID: 7067927936

is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) 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 certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale granted by Borrower and any other remedies permitted by Applicable Law. Borrower appoints Lender the agent and attorney-in-fact for Borrower to exercise the power of sale. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

DEED BOOK:14775 PG:2966 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
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LOAN #: 7166320232

If Lender invokes the power of sale, Lender shall give a copy of a notice of sale by public advertisement for the time and in the manner prescribed by Applicable Law. Lender, without further demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Lender determines. Lender or its designee may purchase the Property at any sale.

Lender shall convey to the purchaser indefeasible title to the Property, and Borrower hereby appoints Lender Borrower's agent and attorney-in-fact to make such conveyance. The recitals in the Lender's deed shall be prima facie evidence of the truth of the statements made therein. Borrower covenants and agrees that Lender shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it. The power and agency granted are coupled with an interest, are irrevocable by death or otherwise and are cumulative to the remedies for collection of debt as provided by Applicable Law.

If the Property is sold pursuant to this Section 22, Borrower, or any person holding possession of the Property through Borrower, shall immediately surrender possession of the Property to the purchaser at the sale. If possession is not surrendered, Borrower or such person shall be a tenant holding over and may be dispossessed in accordance with Applicable Law.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall cancel this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. Waiver of Homestead. Borrower waives all rights of homestead exemption in the Property.

25. Assumption Not a Novation. Lender's acceptance of an assumption of the obligations of this Security Instrument and the Note, and any release of Borrower in connection therewith, shall not constitute a novation.

26. Security Deed. This conveyance is to be construed under the existing laws of the State of Georgia as a deed passing title, and not as a mortgage, and is intended to secure the payment of all sums secured hereby.

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:

LEE P. OLIVER IV 3/25/22 DATE (Seal)

CAROLINE KAUFMANN 3/25/22 DATE (Seal)

Unofficial Witness

Notary Public, ______
______ County

WM MATTHEW SUBER
NOTARY PUBLIC
Exp. Apr. 1, 2023
CHEROKEE COUNTY, GA

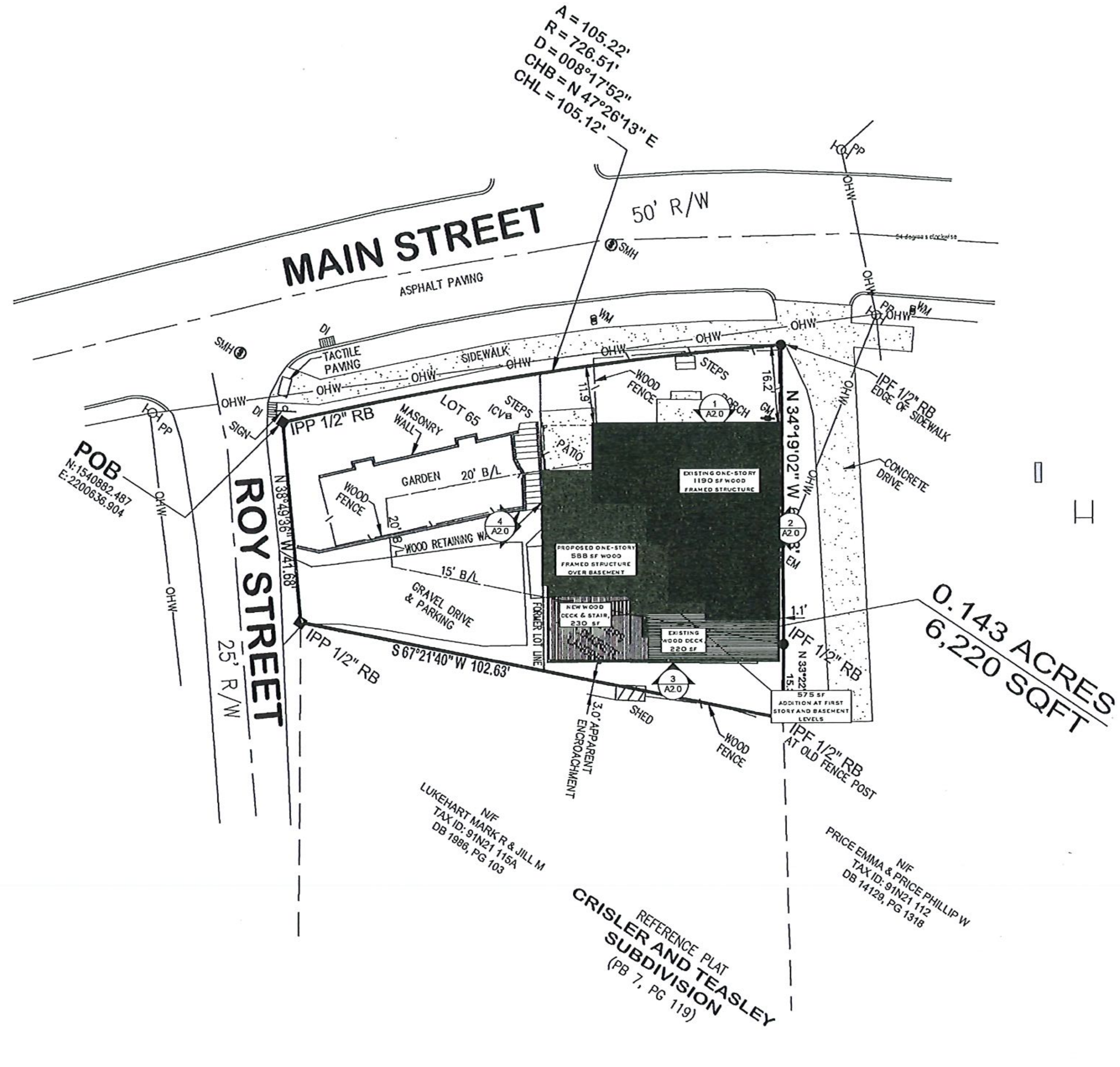
Lender: Ameris Bank
NMLS ID: 408099
Loan Originator: Mark Zielinski
NMLS ID: 211156

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

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.Carlile, Land Surveyor, prepared for Anthony M. Albin, III, dted 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



1 Architectural Site Plan

SCALE: 1" = 10'

N

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
Canton, GA 30114

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:

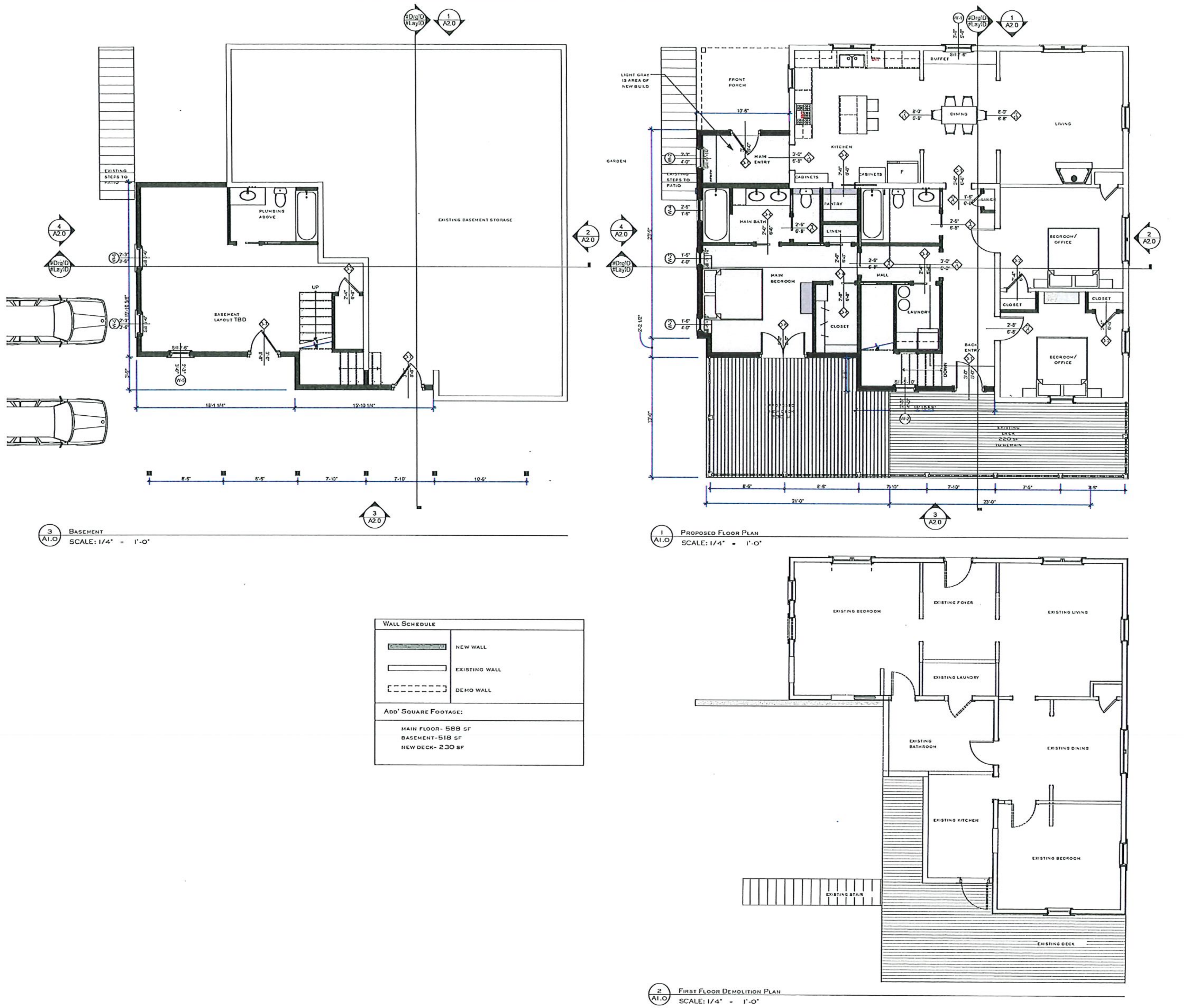
drawing name:

Architectural Site Plan

drawing no.:

ASP

Not for Construction



BUNKER DESIGN HOUSE

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	4/19/24	Feasibility Study III
	4/19/24	Feasibility Study IV

job number:	240229
date of issue:	

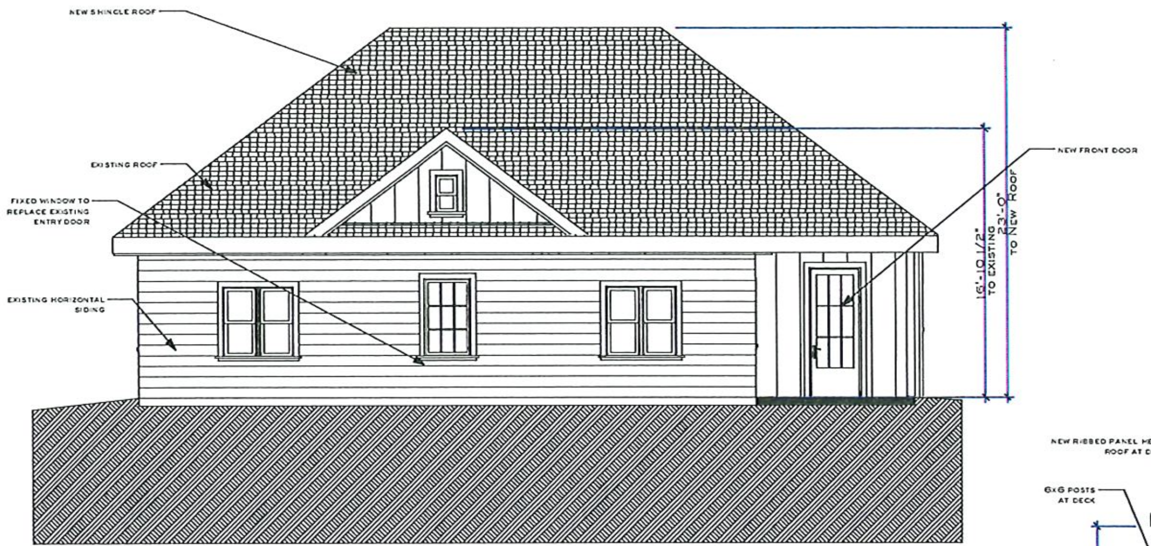
drawing name:

PROPOSED PLANS

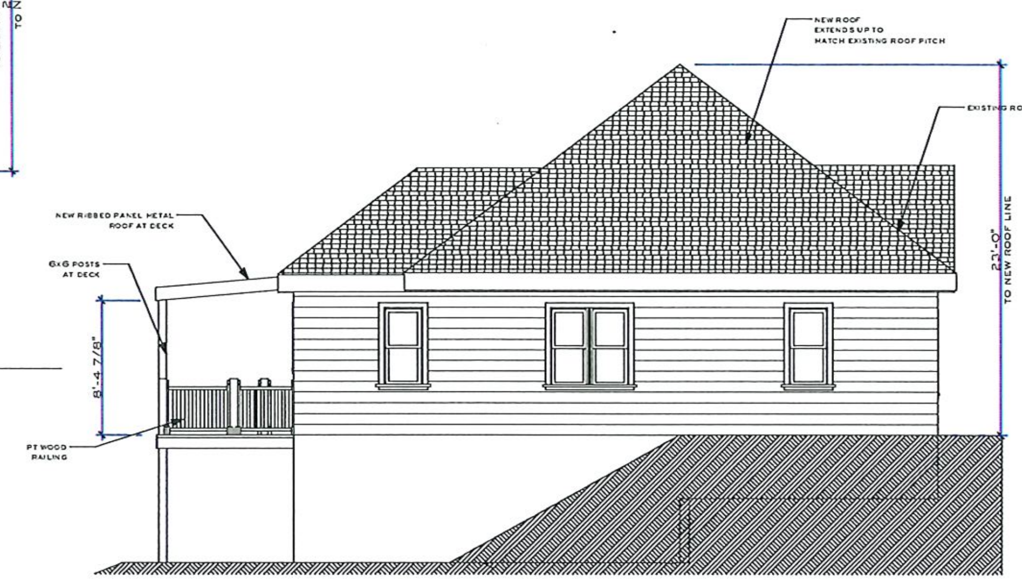
drawing no.:

A1.0

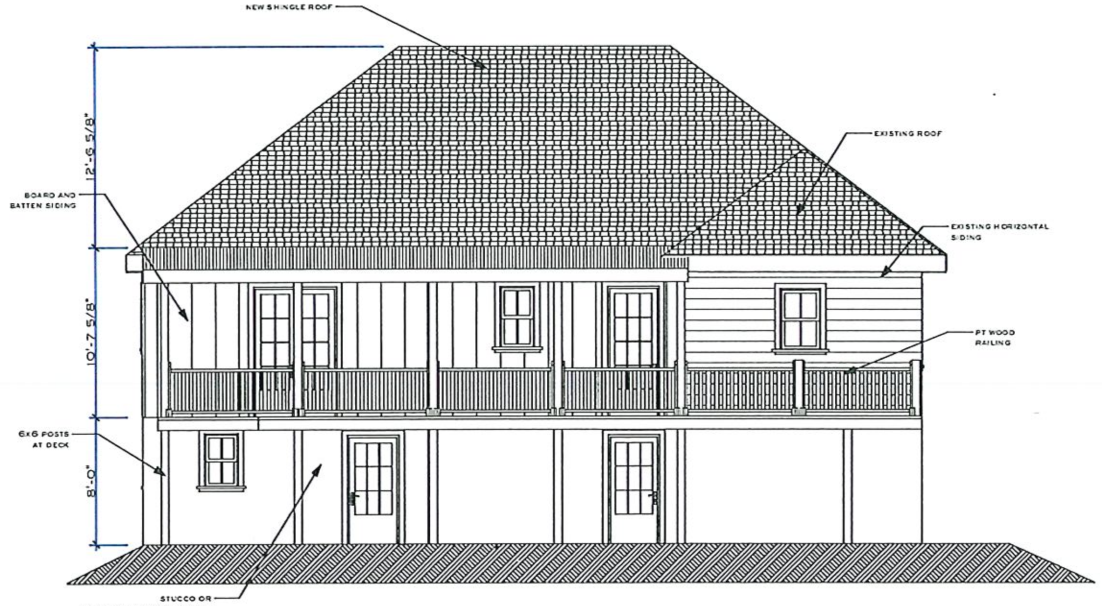
Not for Construction



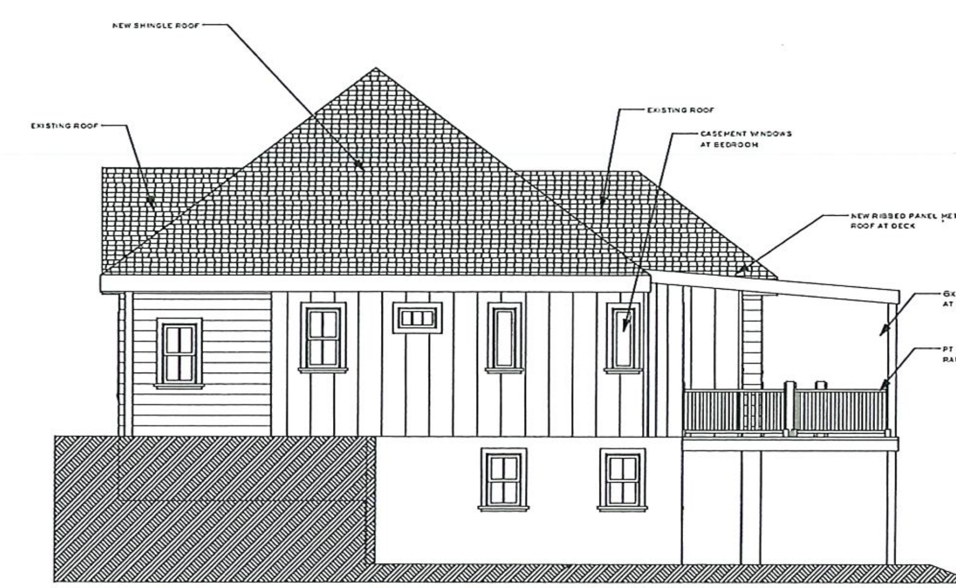
1 A2.0 North Elevation
SCALE: 1/4" = 1'-0"



2 A2.0 East Elevation
SCALE: 1/4" = 1'-0"



3 A2.0 South Elevation
SCALE: 1/4" = 1'-0"



4 A2.0 West Elevation
SCALE: 1/4" = 1'-0"

BUNKER
DESIGN HOUSE

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e: maggie@bunker.design
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job number:	240229
date of issue:	

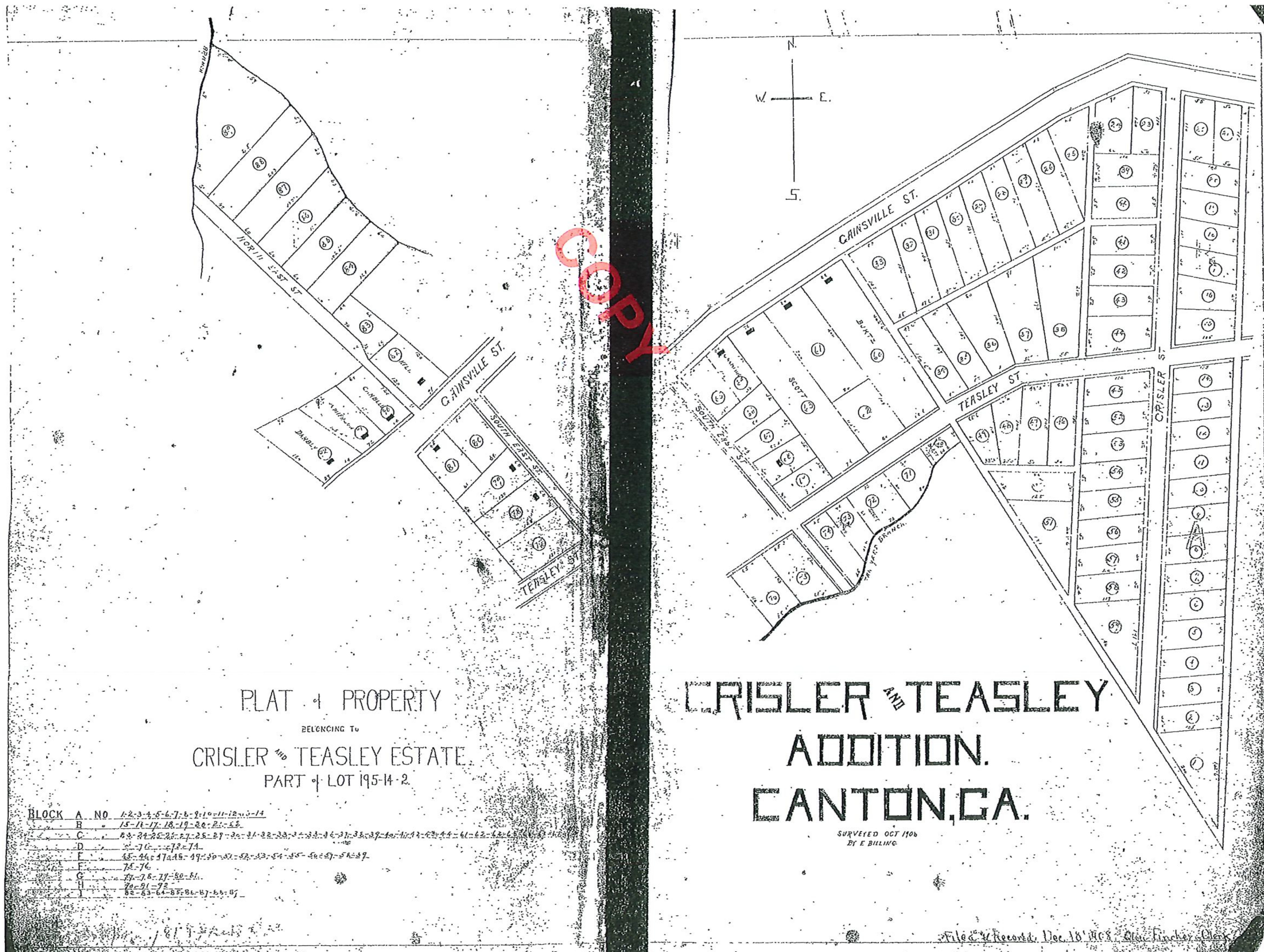
drawing name:

EXTERIOR ELEVATIONS

drawing no.:

A2.0

Not for Construction


N.
W.
E.
S.
GAINSVILLE ST.
NORTH EAST ST.
SOUTH EAST ST.
TEASLEY ST.
CRISLER ST.
COPY
PLAT of PROPERTY
BELONGING TO
CRISLER AND TEASLEY ESTATE.
PART of LOT 195-14-2.
BLOCK A NO 1-2-3-4-5-6-7-8-9-10-11-12-13-14
B 15-16-17-18-19-20-21-22
F 75-76
G 77-78-79-80-81
H 90-91-92
I 82-83-84-85-86-87-88-89
CRISLER AND TEASLEY
ADDITION.
CANTON, GA.
SURVEYED OCT 1906
BY E BILLING

BLOCK RESERVED FOR CLERK OF SUPERIOR COURT

LOCATION MAP
NOT TO SCALE

REFERENCE MATERIALS INCLUDE:

PB 7, PG 119

DB 14775, PG 2955
DB 14129, PG 1318
DB 1986, PG 103
DB 14775, PG 2955

CHEROKEE COUNTY RECORDS

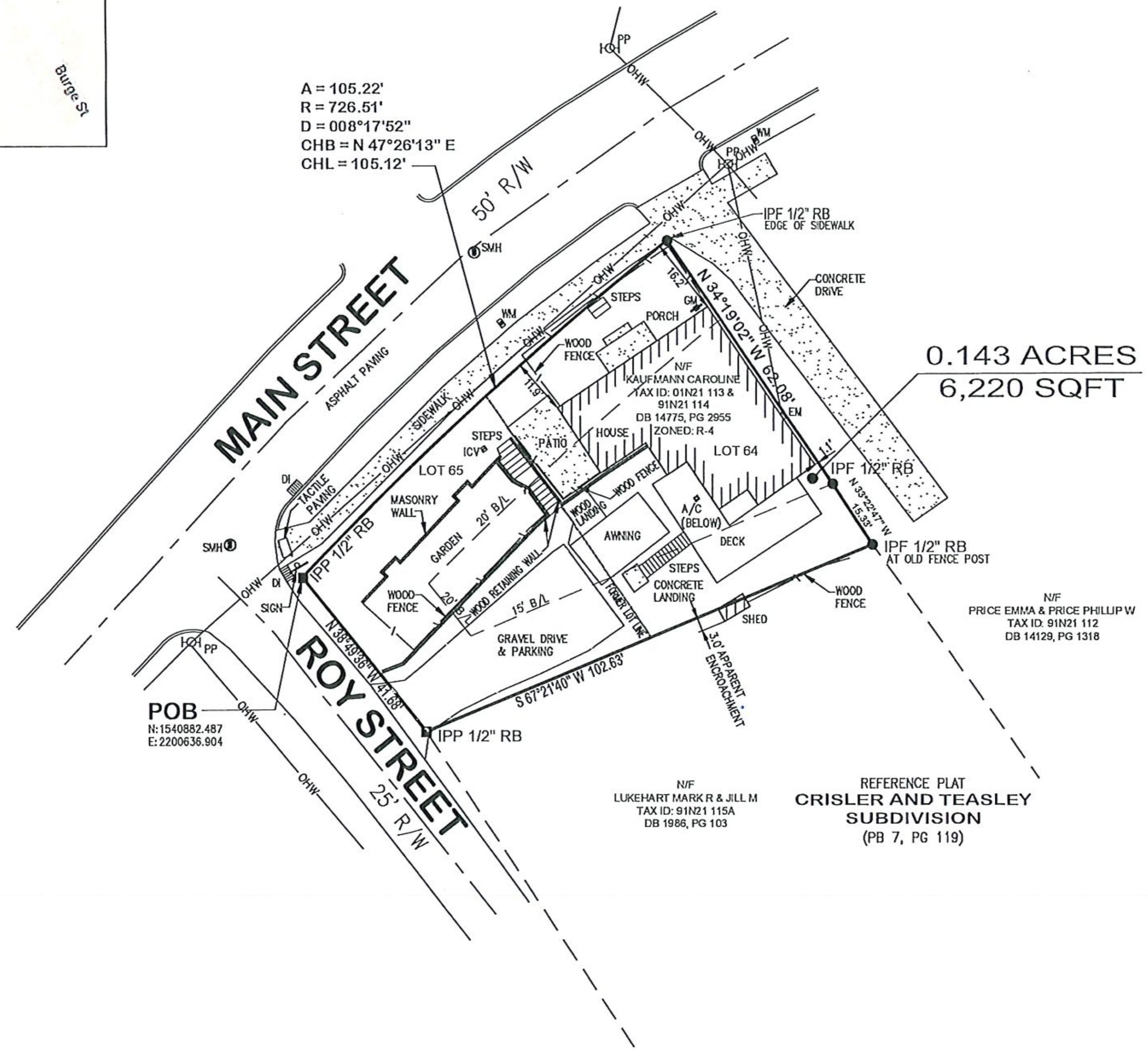
THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, THEREFORE, ALL EASEMENTS AND MATTERS OF RECORD MAY NOT BE SHOWN HEREON.

BASED ON THE INFORMATION SHOWN ON THE FLOOD HAZARD BOUNDARY MAPS FURNISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY. IT IS MY OPINION THAT THIS PROPERTY IS OUTSIDE OF THE 100 YEAR FLOOD HAZARD AREA.
PANEL 13057C251E
EFFECTIVE DATE: 6/7/2019

ALL OR A PORTION OF THIS SURVEY WAS PERFORMED BY GPS. 100% OF THIS SURVEY WAS PERFORMED BY GPS. TYPE OF GPS USED WAS REAL TIME KINEMATIC (RTK). THE GPS EQUIPMENT USED TO PERFORM THIS SURVEY WAS MADE BY CARLSON, MODEL: BRx7 AND ARE MULTI-FREQUENCY (GNSS) RECEIVERS. THE RELATIVE POSITION ACCURACY OF THIS SURVEY IS 0.05'.

FIELD WORK COMPLETED ON: 8/8/2023
PLAT COMPLETED ON: 8/18/2023

THE CURRENT PROPERTY OWNER IS KAUFMAN CAROLINE PER DEED BOOK 14775, PAGE 2955 OF CHEROKEE COUNTY, GEORGIA RECORDS.



0.143 ACRES
6,220 SQFT

REFERENCE PLAT
CRISLER AND TEASLEY SUBDIVISION
(PB 7, PG 119)

SYMBOL LEGEND

- = CONCRETE
- = ASPHALT PAVEMENT
- = BUILDING OUTLINE
- = IRON PIN FOUND
- = IRON PIN PLACED (1/2" REBAR)
- = BOUNDARY POINT
- = IPF CONCRETE MONUMENT
- —OHW— = OVERHEAD WIRE
- = POWER POLE
- = ELECTRIC METER
- = GAS METER
- = WATER METER
- = IRRIGATION CONTROL VALVE
- = SEWER MANHOLE
- = DROP INLET

LEGEND

A	= ARC LENGTH
A/C	= AIR CONDITIONING UNIT
B/L	= BUILDING SETBACK LINE
C&G	= CURB & GUTTER
C/L	= CENTERLINE
CALC	= CALCULATED POINT
CHB	= CHORD BEARING
CHL	= CHORD LENGTH
D	= DELTA ANGLE
DB	= DEED BOOK
DI	= DROP INLET
EM	= ELECTRIC METER
GM	= GAS METER
ICV	= IRRIGATION CONTROL VALVE
IPF	= IRON PIN FOUND
IPP	= IRON PIN PLACED
L.L.L.	= APPARENT LAND LOT LINE
LL	= LAND LOT
N/F	= NOW OR FORMERLY
OHW	= OVERHEAD WIRE
OTP	= OPEN TOP PIPE
P/C	= PROPERTY CORNER
P/L	= PROPERTY LINE
PB	= PLAT BOOK
PG	= PAGE
POB	= POINT OF BEGINNING
POC	= POINT OF COMMENCEMENT
PP	= POWER POLE
R	= RADIUS
R/W	= RIGHT OF WAY
RB	= REBAR
SMH	= SANITARY SEWER MANHOLE
SQFT	= SQUARE FEET
WM	= WATER METER

THIS PLAT IS A RETRACEMENT OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT SUBDIVIDE OR CREATE A NEW PARCEL OR MAKE ANY CHANGES TO ANY REAL PROPERTY BOUNDARIES. THE RECORDING INFORMATION OF THE DOCUMENTS, MAPS, PLATS, OR OTHER INSTRUMENTS WHICH CREATED THE PARCEL OR PARCELS ARE STATED HEREON. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

John Patrick Harris

JOHN PATRICK HARRIS, P.L.S. #2311

8-18-2023
DATE

GEORGIA PROFESSIONAL NO. 2311 LAND SURVEYOR JOHN PATRICK HARRIS

GRID NORTH
NAD83/GA WEST

No.	DATE	DESCRIPTION OF REVISION	JOB No.

IRONSTONE SURVEYING
98 Ernest Biles Drive, Jackson, Georgia 30233
Phone 770-957-4614 / Email office@ironstonesurveying.com

RETRACEMENT SURVEY
FOR LEE PERCY OLIVER, IV
IN LAND LOT 195, DISTRICT 14, 2ND SECTION, CHEROKEE COUNTY, GEORGIA

GEORGIA811
www.Georgia811.com
Contact 811 before you dig.

ORIGINAL PLAT DATE: 8/18/2023	DRAWN BY: RW	CREW: AS/MW	JOB NUMBER: 230258	A	ADDRESS: 731 MAIN STREET CANTON, GEORGIA, 30114
ORIGINAL FIELD DATE: 8/8/2023	CHECKED BY: JPH	FIELD BOOK: FIELD SKETCH	DWG NAME: 230358-B	24X18	

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THIS DRAWING IS NOT VALID WITHOUT ALL SHEETS PRESENT, STAMPED, AND SIGNED BY THE REGISTERED SURVEYOR NAMED IN THE OFFICIAL SEAL STAMPED HEREON.

THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USES OF THAT NAME APPEARING IN THE TITLE BLOCK AND IS CERTIFIED TO NO OTHER PARTY.

THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 39,550 FEET.

SCALE: 1" = 20'

0' 20' 40' 60'

SHEET NUMBER: 1 of 1