



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

Public Hearing Application

Project #

VAR 2407-014

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.

Applicant: Lee Oliver - Sec. P. A. E. This 31 day of July, 20 24
Print Name: Lee Oliver

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: leeoliv@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: leeoliv@gmail.com

This Application For (Check Only One):

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

Fee Schedule:

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

Staff Use Only

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

Received By: _____ Date: _____ Amount Paid: _____



Community Development Department
110 Academy Street, Canton, Georgia 30114

770-704-1500

Authorization Of Property Owner

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

This 31 day of July, 20 24.

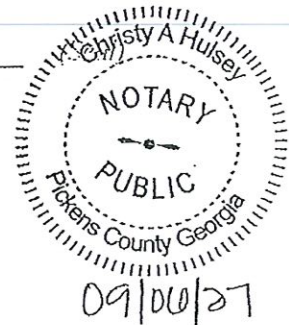
Owner Signature: Lee A. Oliver Print Name: Lee Oliver

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

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

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

Notary Signature: Christy A Hulsey





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

Authorization Of Applicant

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

This 31 day of July, 20 29.

Owner Signature: Lee Oliver Print Name: Lee Oliver

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

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

Name of Authorized Applicant: Lee Oliver

Signature: Lee Oliver

Mailing Address: 731 E Main St

City: Canton

State: GA Zip Code: 30114

Telephone: 478-952-7451

Fax Number: _____

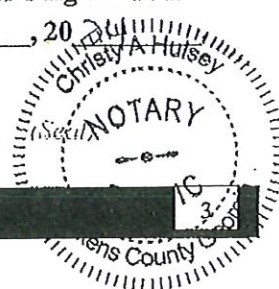
E-mail: leo@oliver@gmail.com

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 29

Notary Signature: Christy A Hulsey



www.cantonga.gov

09/06/27



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

Disclosure Form

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

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

Section 1

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

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

Section 2

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

N/A

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

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

Note: Complete a separate form for each authorized applicant.



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

Address: 731 E Main St, Canton, Ga 30114

Land Lot(s): ~~444444~~ 195 District: 14 Section: 2nd Map #: 91N21 Parcel #: ~~91N21-113~~
~~91N21-114~~

Existing Zoning Of Property: R-4

☒ City
☐ County

Total Acreage Of Property: 0.143

Proposed Zoning Of Property: R-4

Existing Use(s) Of Property: Single family residential

Directions to property from Main Street in downtown Canton:

Head ~~west~~ on 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

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

	<u>OWNER NAME/ADDRESS</u>	<u>CURRENT ZONING</u>	<u>CURRENT LAND USE</u>
NORTH	<u>Trotter, Arthur V / 690 E Main St</u>	<u>R-~~4~~20</u>	<u>Single family residential</u>
SOUTH	<u>Lukehart, Mark R & Jill M / 130 Roy Street</u>	<u>R-4</u>	<u>Single family residential</u>
EAST	<u>Price, Emma / 751 E Main St</u>	<u>R-4</u>	<u>Single family residential</u>
WEST	<u>Morris, Lisa M / 691 E Main St</u>	<u>R-~~4~~20</u>	<u>Single family residential</u>
OTHER	<u>Cantrell ANN B / 730 E Main St</u>	<u>R-~~4~~20</u>	<u>Single family residential</u>

UTILITY INFORMATION

How is sewage from this development to be managed? city

Proposed managing jurisdiction: city

How will water be provided to the site? city

Proposed managing jurisdiction: city Size Limit: _____



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PUBLIC SCHOOL POLICY STATEMENT

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

County Schools serving this development:

HIGH Cherokee HS

MIDDLE Peasley MS

ELEMENTARY Hasty ES

TRAFFIC INFORMATION

Road/Street providing access: Roy St.

Width at property: (Road) 41 ft (Right-of-way) 25 ft

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

Description of Road accessing property (Classification): local

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

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

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

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

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



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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? our lot is on E. Main St so preserving the Historic Portage is

important to our neighborhood. The front roof will keep with the existing Portage.

Would the application of the Zoning Code standards as they relate to the subject property create an unnecessary hardship? I do not believe so. The front entrance will be built we are just asking to roof it.

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, our hope is to add value to our home and neighborhood

by adding an addition that is tasteful and will fit seamlessly into our neighborhood.

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 front property line. After consulting with City officials we have learned that a front porch does not require a variance if it crosses the setback line but a roof on said porch does. The proposed roof will pass over the 15ft setback line up and to the front of our house. Our house was built in 1900 before zoning and setbacks so the entire front of our home sits over the setback line. The roof will sit atop a concrete slab that used to serve as the carport in years past. The carport had a shed roof structure but was torn down and abandoned as a driveway years ago when the driveway off of E Main St was transitioned to Roy St. We are seeking to extend living space onto this old carport behind the setback line and then create a second front entrance to our home via a mudroom that will be accessible via the front porch. We wish to add this roof for practical reasons to keep our main entrance out of the weather but also maintain the historic frontage and roof line of our home and our side of E Main St.

The proposed roof addition will be approximately 10.5ft wide and 9ft deep (94.5sqft). It will sit at grade and the roof will be tied into the main roof system of the house. It is proposed to be an architectural shingle roof with a gutter and downspouts to control run-off into the front yard.

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

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

Thank you,

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

COPY

Record and Return to:
Lueder, Larkin & Hunter, LLC
341 East Main Street, Suite 203
Canton, GA 30114
File No.: GA-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 Southeastly right of way line of Main Street (a 50-foot right of way) and the Northeastly right of way line of Roy Street (a 25-foot right of way), said point also being the North Westernmost corner of Lot 65; thence North 46 degrees 04 minutes 07 seconds East, 49.29 feet 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

DEED BOOK:14775 PG:2956 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

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. Carlie, Land Surveyor, prepared for Anthony M. Albin, III, died October 28, 1994, which plat is by reference incorporated herein and made a part hereof.
 APN: 91N21 113 & 91N21 114

Subject to all easements and restrictions of record.

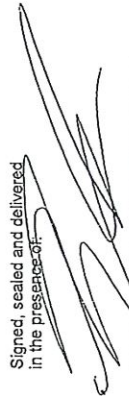
TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee, forever in FEE SIMPLE.

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

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

GRANTOR:

Signed, sealed and delivered
 in the presence of:


 Unofficial Witness


 Mallory Elise Morris (SEAL)


 Notary Public
 My Commission Expires: [Notary Seal]
 Taylor Chance Morris (SEAL)



COPY

DEED BOOK:1477S PAGE:2955 Filed: 03/31/2022 02:21 PM Clerk File Number: 28-2022-013673

PT-61 (Rev. 2/19) To be filed in **CHEROKEE COUNTY** PT-61 028-2022-003698

SECTION A - SELLER'S INFORMATION (Do not use agent's information)				SECTION C - TAX COMPUTATION	
SELLER'S LAST NAME Morris and Taylor Chang ...*	FIRST NAME Malloy	MIDDLE Ellie	Exempt Code If no exempt code enter NONE	NONE	
MAILING ADDRESS (STREET & NUMBER) 630 Heathstone Trail Canton, GA 30114 USA			1. Actual Value of consideration received by seller Complete Line 1A if actual value unknown \$330,000.00		
CITY, STATE / PROVINCE / REGION, ZIP CODE, COUNTRY Canton, GA 30114 USA			1A. Estimated fair market value of Real and Personal Property \$0.00		
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 Canton, GA 30114 USA			4. Net Taxable Value (Line 1 or 1A less Lines 2 and 3) \$330,000.00		
CITY, STATE / PROVINCE / REGION, ZIP CODE, COUNTRY Canton, GA 30114 USA			5. TAX DUE at .10 per \$100 or fraction thereof (Minimum \$1.00) \$330.00		
SECTION D - PROPERTY INFORMATION (Location of Property (Street, Route, Hwy, etc))					
HOUSE NUMBER & EXTENSION (ex 265A) 731			PRE-DIRECTION, STREET NAME AND TYPE, POST DIRECTION E Main Street SUITE NUMBER		
COUNTY CHEROKEE	CITY (IF APPLICABLE)		MAP & PARCEL NUMBER 91N21 113 and 91N21 114 ACCOUNT NUMBER		
TAX DISTRICT	GWD	LAND DISTRICT	ACRES	LAND LOT	SUB LOT & BLOCK
		14th		195	
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	91N21113	LOT 64C CRISLER TEASLEY	\$1,862.64	\$0.00 Fees: \$0.00	\$0.00	\$1,862.64	\$0.00
Totals:			\$1,862.64	\$0.00	\$0.00	\$1,862.64	\$0.00

Paid Date: 10/31/2023

Charge Amount: \$1,862.64

KAUFMANN CAROLINE
OLIVER LEE P IV 731 E MAIN ST
30114



Scan this code with your
mobile phone to view this
bill

DEED BOOK14775 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

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 Southeastly right of way line of Main Street (a 50-foot right of way) and the Northwesterly right of way line of Roy Street (a 25-foot right of way), said point also being the North Westernmost corner of Lot 65; thence North 46 degrees 04 minutes 07 seconds East, 49.28 feet to the Northwesterly 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 88 degrees 37

COPY

7/23/24, 8:08 PM

DEED BOOK:14775 PG:2956 Filed: 03/31/2022 02:21 PM Clerk File Number: 28-2022-013673
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ParticipantIDs: 8846450835 SubmitterID: 706727936

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. Carlie, Land Surveyor, prepared for Anthony M. Albin, III, died October 28, 1994, which plat is by reference incorporated herein and made a part hereof.
APN: 91N21 113 & 91N21 114

COPY

Subject to all easements and restrictions of record.

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

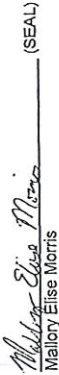
AND THE SAID GRANTOR will warrant and forever defend the right and title to the above described property against the claims of all persons owning, holding, or claiming by, through and under the said Grantor.

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

GRANTOR:

Signed, sealed and delivered
in the presence of:



 (SEAL)
Mallory Elise Morris

Unofficial Witness

 (SEAL)
Taylor Chance Morris

Notary Public
My Commission Expires:
[Notary Seal]



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



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

Phone: 678-493-6400

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

Paid Date: 10/31/2023

Charge Amount: \$309.13

KAUFMANN CAROLINE
OLIVER LEE P IV 731 E MAIN ST
30114



Scan this code with your
mobile phone to view this
bill

DEED BOOK14775 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

COPY

When recorded, return to:
Ameris Bank, c/o DocProbe, LLC
Attn: Final Document Department
1928 Swarthmore Avenue
PO Box 10000
Lawrenceville, GA 30046
Lakeview, 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: 1009207-000320090-4
MERS PHONE #: 1-888-679-4377

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 rights and interests therein.
(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 220, 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. \$13,500.00)

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ICE Mortgage Technology, Inc.
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Patty Baker, Clerk of Superior Court - Cherokee County, GA
ParticipantIDs: 8846450835 SubmitterID: 7067927936

LOAN #: 7166320232
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 the terms, conditions, covenants and restrictions that are set forth on the following Riders, which are incorporated by reference into this Security Instrument. The following Riders shall be attached to the Note by the 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, cash, money order, or negotiable instrument, that is initiated through an electronic terminal, telephone instrument, computer, or magnetic tape 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 3) for (i) damage to, or destruction of, the Property; (ii) condemnation of all or part of the Property; or (iii) 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 Z (12 C.F.R. Part 226), and any amendments or interpretations of any such regulation 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
The Security Instrument is subject to (i) the repayment of the Loan, and all renewals, extensions or 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, _____ of _____ (Name of Recording Jurisdiction):
Cherokee

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,
Georgia 30114 (Zip Code)
[**Property Address**]
[Sheet] [City]

LOAN #: 7166302022

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) shall execute all documents and take all actions required by Lender, 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 seized 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, including but not limited to, taxes, insurance, and other items as required by the Note, 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 the location designated by Lender in writing. Payments received by Lender in accordance with the 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 right 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 unpaid funds. Lender may hold such unpaid funds until Borrower provides adequate security for the Loan or until Lender is satisfied with the adequacy of the security. 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; (b) late charges; (c) prepayment charges; (d) escrow items; (e) principal; and (f) costs of collection. Such payments 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 payment of the Periodic Payment in arrears, and the delinquent Periodic Payment shall be applied to the payment of the Periodic Payment in arrears. If 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 under (a) taxes and insurance 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, at its sole discretion, require that Borrower pay to Lender the Funds for any or all Escrow Items. 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 right to accelerate the Loan and pay such amount and shall not be deemed to have waived its right to require Borrower to pay the amount due for such Escrow Item. Lender may, at its sole discretion, require that Borrower pay to Lender any and all amounts due for such Escrow Items 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 RESPA.

The Funds shall be held in an institution whose deposits are insured by a federal agency, institution, 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 permits Lender to make such a charge, Lender shall not be entitled to charge Borrower interest or charges 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 according to RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, and Borrower fails to pay the amount necessary to make up the shortage, 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, less than the amount of the Property, if any, and Community Association Dues, Fees, and Assessments, if any, and in the event 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 that the lien will be released or discharged within a reasonable time. If the lien is not released or discharged within the time specified in the agreement, Lender may, at its sole discretion, require that Borrower 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.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against fire, theft, and other perils by a policy of insurance which shall include, but not be 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 sentence 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. Lender shall not be responsible for any similar charges 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 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 described above is paid by Lender and the cost of the insurance coverage shall be an additional loss payable by Lender under this Section 5. Lender shall be entitled to reimbursement of the cost of the insurance coverage from the proceeds of the insurance policy. Lender shall be entitled to reimbursement of the cost of the insurance coverage from the proceeds of the insurance policy. 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. Lender shall have a standard mortgage clause, and shall name Lender as mortgagee and as an additional loss payee. Lender shall not be bound by any conditions, exclusions, or limitations of coverage in any policy or in any certificate of insurance. Lender shall not be bound by any conditions, exclusions, or limitations of coverage in any certificate of insurance. 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 insurance carrier determines that it is economically feasible to restore or repair the Property, the insurance proceeds shall be applied to such restoration or repair. If the insurance carrier determines that it is not economically feasible to restore or repair the Property, the insurance proceeds shall be applied to the cost of replacement of the Property. 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 repair and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or 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, obtained by Borrower shall not be paid out of the insurance proceeds. Lender shall not be bound by any conditions, exclusions, or limitations of coverage in any certificate of insurance. 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 insurance carrier determines that it is economically feasible to restore or repair the Property, the insurance proceeds shall be applied to such restoration or repair. If the insurance carrier determines that it is not economically feasible to restore or repair the Property, the insurance proceeds shall be applied to the cost of replacement of the Property. 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 repair and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or 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, obtained by Borrower shall not be paid out of the insurance proceeds. Lender shall not be bound by any conditions, exclusions, or limitations of coverage in any certificate of insurance. 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.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.
7. Preservation, Maintenance and Protection of the Property. Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in good condition and 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 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 such information or statements) in connection with the Loan application process. Lender shall not be limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.



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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. Lender shall have the right to withhold such Miscellaneous Proceeds until 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. 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 resulting from 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.

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.

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 Successor 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 forbearance by Lender or any Successor in Interest of Borrower. 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"); (b) is co-signing this Security Instrument only to mortgage, grant and convey the property and does not intend to be a co-borrower; (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 Lender (except as provided in Section 20) and benefit the successors and assigns of Lender.

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Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual, partner, or member of a class) that arises from any 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 such action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. If the notice of expiration given by the party pursuant to Section 20 is not received by the other party, the notice of expiration given by the party pursuant to Section 20 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

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 that Borrower has actual knowledge of, (b) any release or potential release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of any 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 remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly advise Lender in writing of such information. Lender shall have the right to conduct an independent investigation on Lender for an Environmental Claim.

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03/21/2022 11:37 AM PST



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
Patty Baker, Clerk of Superior Court - Cherokee County, GA
ParticipantIDs: 8846450835 SubmitterID: 7067927936

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 or its designee as agent to execute all documents necessary to effect the sale of the Property and to execute all documents necessary to effect the sale of the Property, including but not limited to, reasonable attorneys' fees; (b) to all sums all expenses of the sale, including, but not limited to, reasonable attorneys' fees; (c) to all sums secured by this Security Instrument; and (d) 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 claiming an interest in the Property shall be deemed to have authorized Lender or its designee to execute all documents necessary to effect the sale of the Property and to execute all documents necessary to effect the sale of the Property, 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 the purchase of 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 hereby waives all rights of homestead exemption in the Property.

25. Release of Lien. Borrower hereby releases all liens and claims 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 (Seal)
LEE P. OLIVER IV DATE

Caroline Kaufmann 3/25/22 (Seal)
CAROLINE KAUFMANN DATE

Caroline Kaufmann
Official Witness

Notary Public, _____ County _____

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

NOTARY PUBLIC
CHEROKEE COUNTY, GA
Exp. 04/01/2025

GEORGIA - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3011 101
ICE Mortgage Technology, Inc. Page 10 of 10

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



DEED BOOK:14775 PG:2967 Filed: 03/31/2022 02:21 PM Clerk File Number: 28-2022-013674
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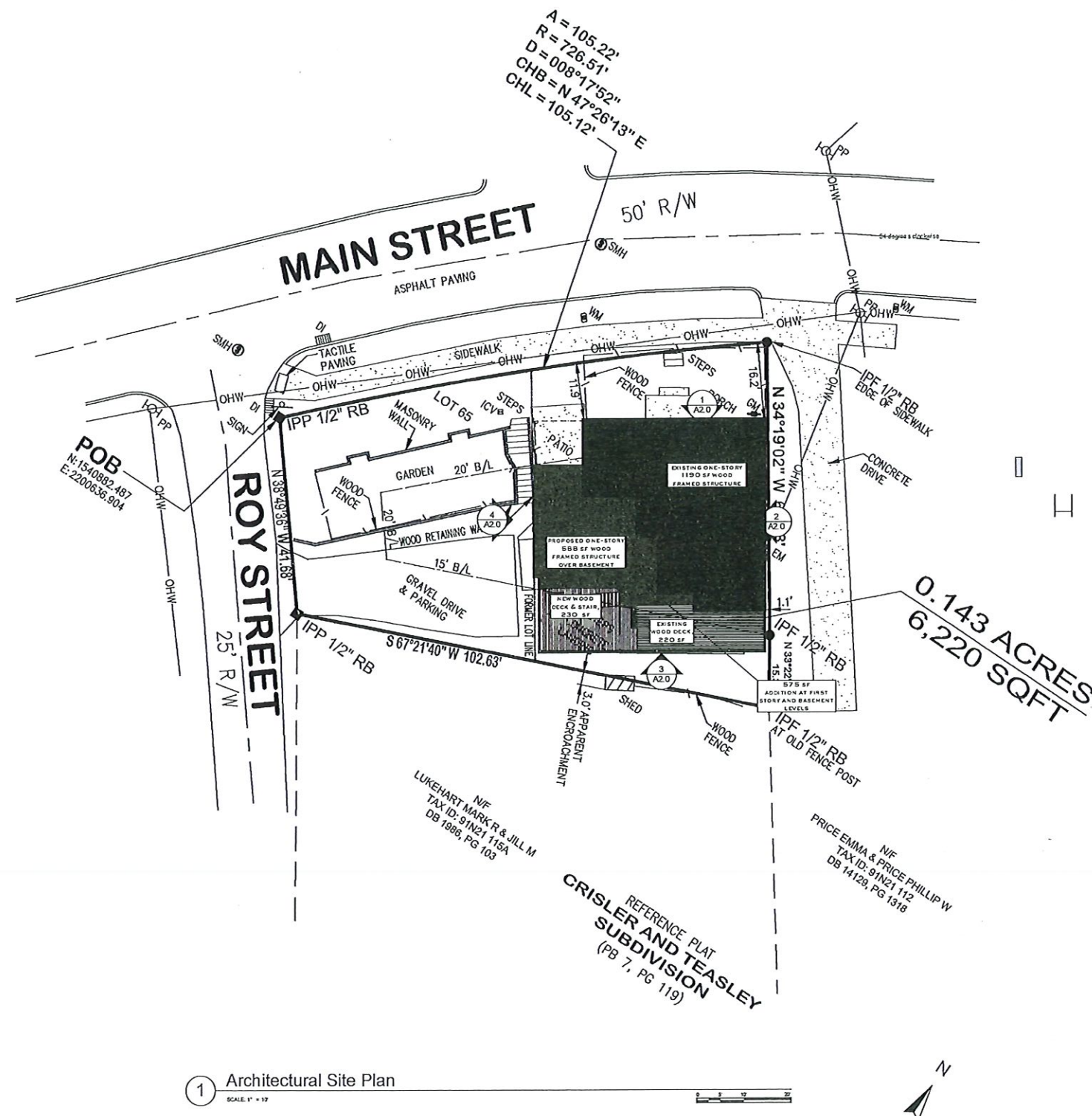
EXHIBIT A

COPY

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



BUNKER
DESIGN HOUSE

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

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

731 Main Street
Residential Renovation/Addition

731 Main Street
Canton, GA 30114

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

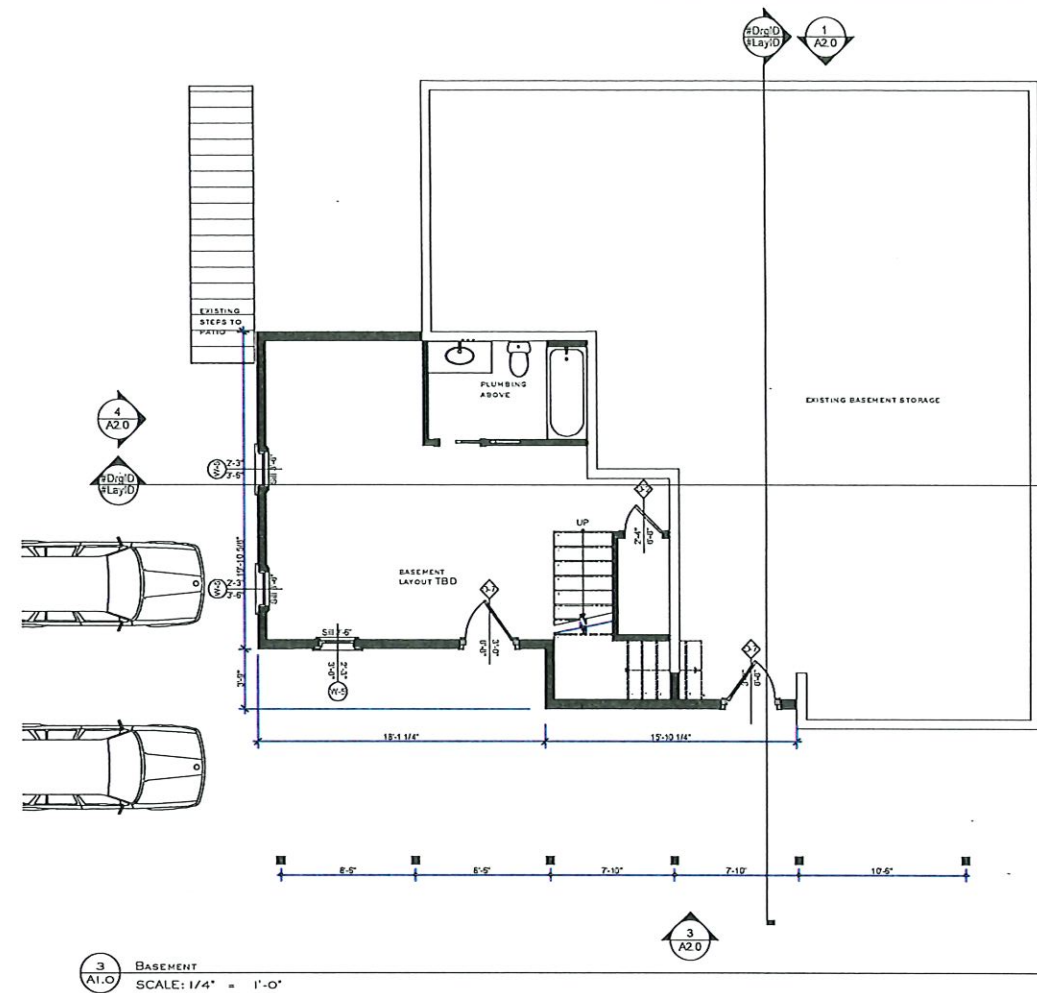
job number:	240229
date of issue:	
drawing name:	

ARCHITECTURAL SITE
PLAN

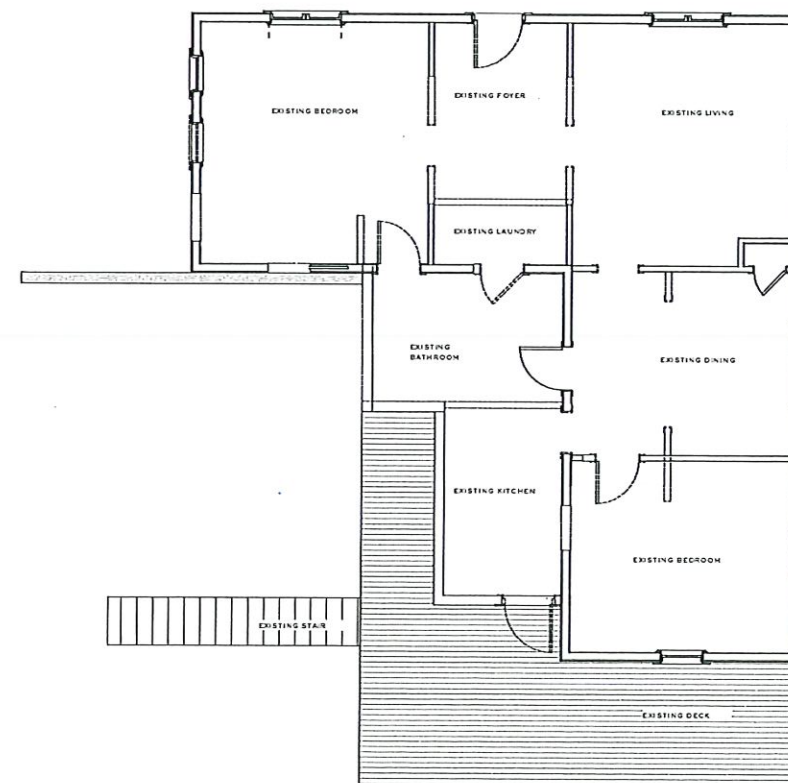
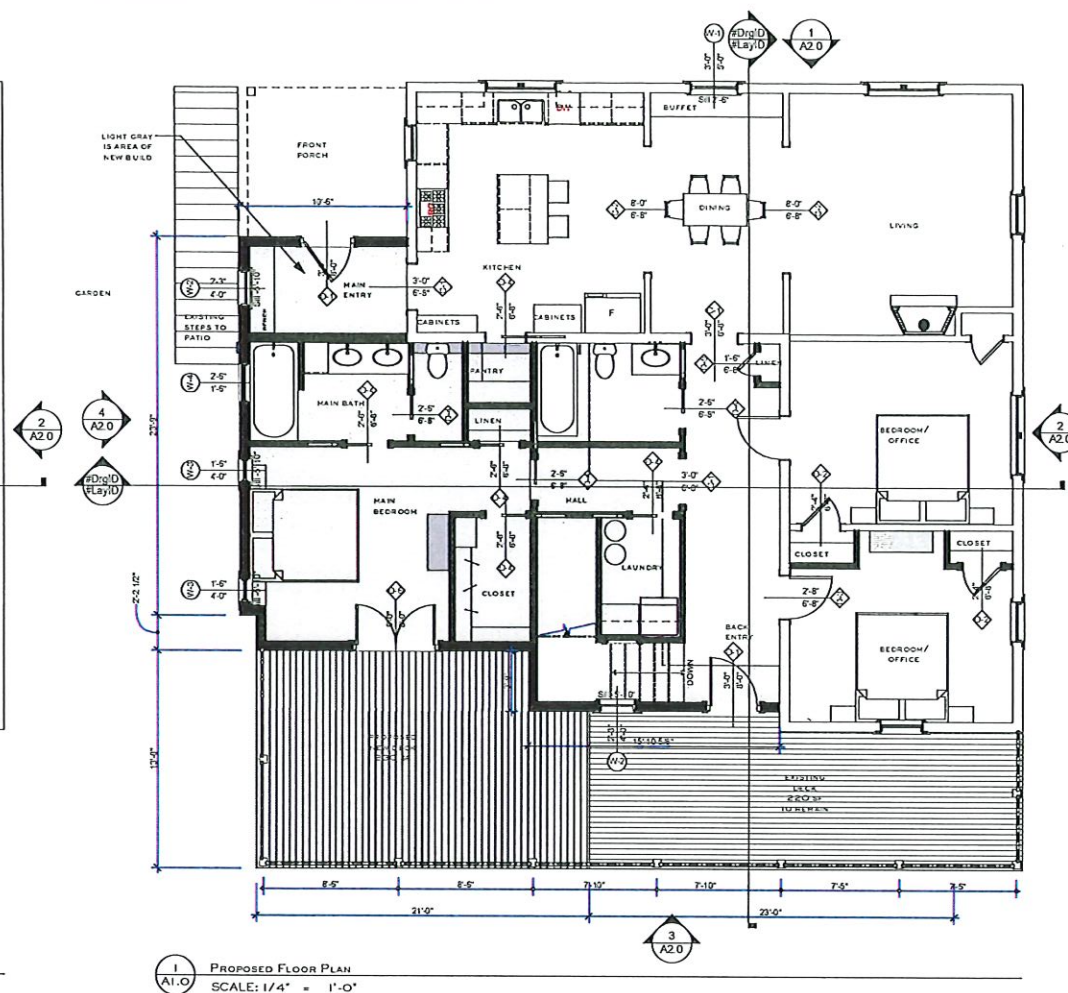
drawing no:

ASP

Not for Construction



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



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p: 646.401.2077

731 Main Street
Residential Renovation/Addition

731 Main Street
Casson, GA 30114

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

job number:	240229
date of issue:	
drawing name:	

PROPOSED PLANS

drawing no:

A1.0

Not for Construction



BUNKER
DESIGN HOUSE

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

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

731 Main Street
Residential Renovation/Addition

731 Main Street
Cotton, GA 30144

revisions:

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

job number: 240229

date of issue:

drawing name:

EXTERIOR
ELEVATIONS

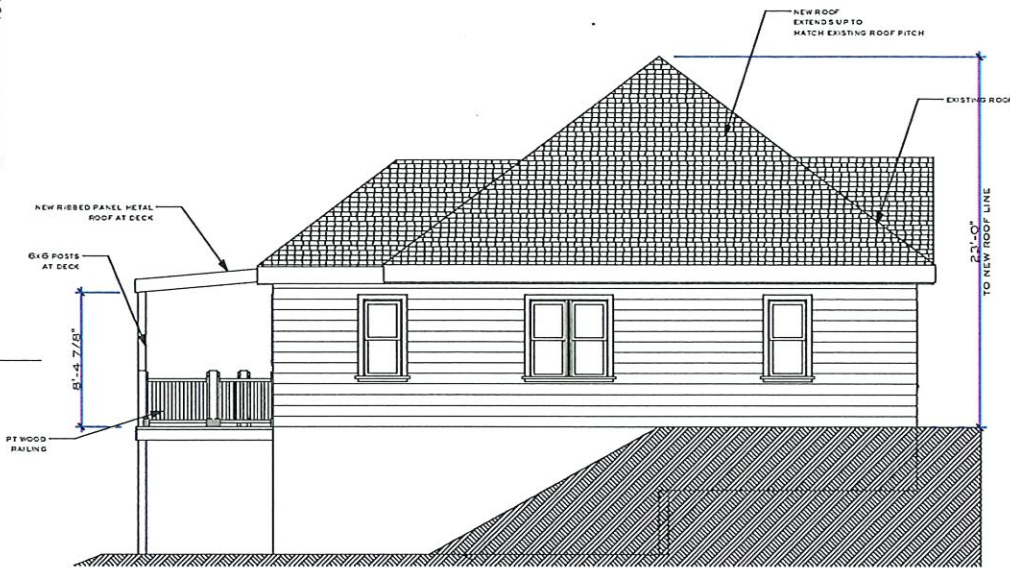
drawing no:

A2.0

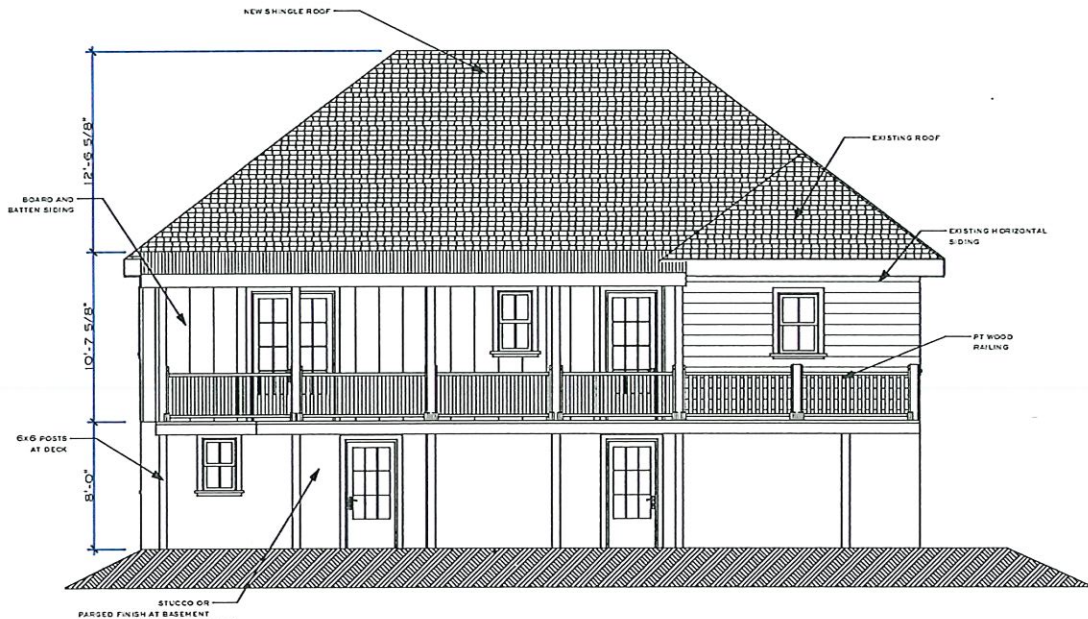
Not for Construction



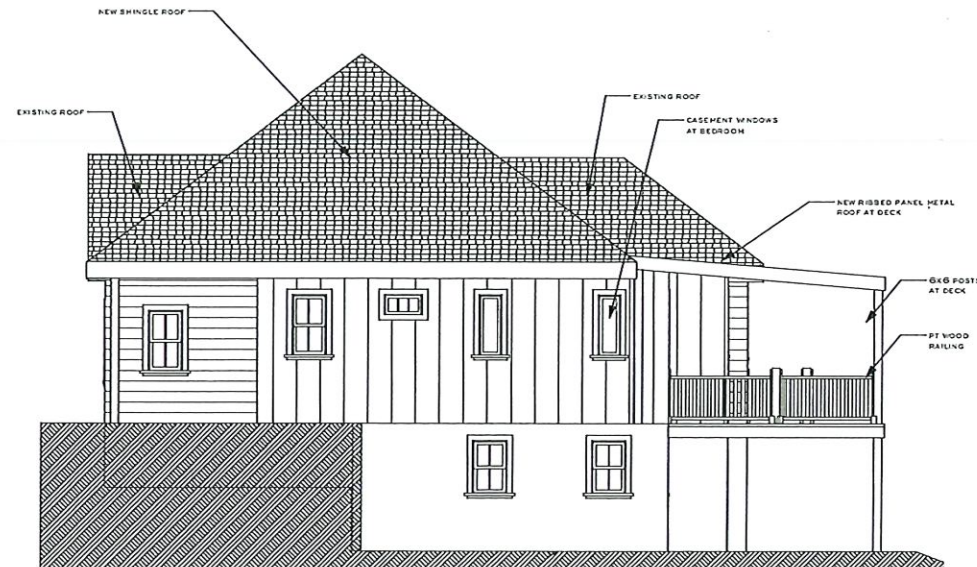
1 NORTH ELEVATION
SCALE: 1/4" = 1'-0"



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



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



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



