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T. Hey Deems  
Heilton & Trotter

DEED TO SECURE DEBT

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COURT  
BARTOW COUNTY

STATE OF GEORGIA  
COUNTY OF BARTOW

**THIS DEED TO SECURE DEBT and REPAYMENT AGREEMENT** made and entered into this 13th day of September, 2011 by and between the City of Cartersville, hereinafter referred to as "the Grantee", and LEQUITTA M. WATTERS hereinafter referred to as "the Grantor".

**WHEREAS**, the City of Cartersville has agreed to make funds available to the Grantor in the principal amount of (\$ 10,000.00 ) as a Deferred Payment Loan from *City funds and funds from the Community HOME Investment Program* (hereinafter referred to as "Program") funded through the Georgia Department of Community Affairs and pursuant to the provisions of that certain **Homebuyer Agreement** of even date herewith between Grantor and Grantee, such loan agreement, as the same may be amended, renewed, replaced, or extended, being incorporated herein by this reference (as amended, renewed, replaced, or extended, being incorporated herein, the "**Homebuyer Agreement**"), for the purpose of the rehabilitation of housing owned by Grantor located at the address referred to as "Premises" in **EXHIBIT A**.

**WHEREAS**, Grantor is justly indebted to Grantee in the sum of (\$10,000.00), in lawful money of the United States of America, and has agreed to pay the same, with interest thereon, according to the terms of a certain **Promissory Note** (the "Note"), such note, as the same may be amended, renewed, replaced, or extended from time to time, being made a part hereof by this reference (as amended, renewed, replaced, or extended, the "Note"); and

**WHEREAS**, the Grantor has met the eligibility requirements for said Program; and

**WHEREAS**, Grantor desires that Grantee occupy and not transfer title to the above described property nor cause involuntary displacement of tenants for a period of from the date of execution of this instrument by the Grantee. five (5) years

**NOW THEREFORE**, all that tract or parcel of land lying and being in Bartow County, Georgia, and being more particularly described in Exhibit A and incorporated herein by this reference; and

**TOGETHER** with all buildings, structures, and other improvements now or hereafter located on said property, or any part and parcel thereof; and

**TOGETHER** with all rights, title, and interest of Grantor in and to the minerals, flowers, shrubs, crops, trees, timber, and other emblements now or hereafter on said property or above the same or any part or parcel thereof; and

**TOGETHER** with any and all awards or payments, including interest thereon, and the right to receive the same, as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade of any street, or (c) any other injury to, taking of; or decrease in the value of; the property, to the extent of all amounts which may be secured by this Deed at the date of receipt of any such award or payment by Grantor and of the reasonable attorneys' fees, costs, and disbursements incurred by Grantee in connection with the collection of such award or payment; and

**THEREFORE**, with all singular the tenements, hereditaments, easements, and appurtenances thereunto belonging or in any wise appertaining, and the reversion or reversions, remainder and remainders, rents, issues, and profits thereof; and also all the state, right, title, interest, claim, and demand whatsoever of Grantee of; in, and to the same and of; in, and to every part and parcel thereof.

## SECTION III.

Grantor hereby agrees that this Agreement may be recorded in the Office of the Clerk of the Bartow County Court in Real Estate Records and shall be construed as a **DEED TO SECURE DEBT and REPAYMENT AGREEMENT** on the above described property for a period of five (5) years from the date of execution of this instrument by the Grantor.

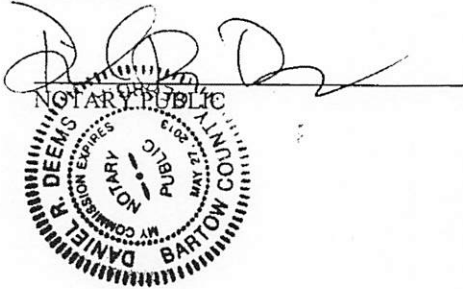
## SECTION IV.

TIME IS OF THE ESSENCE OF THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Signed, sealed, & delivered in the presence of

Michelle Vansner  
WITNESS



Ledyntha L. Waters  
(Owner)

\_\_\_\_\_  
(Owner)

\_\_\_\_\_  
(Owner)

**EXHIBIT "A"**

**ALL THAT TRACT OR PARCEL OF LAND lying and being in the City of Cartersville, Land Lot 119 of the 4th District, 3rd Section of Bartow County, Georgia; and being Lot 1, Section C, William H. Felton Subdivision and other property, as per plat recorded in Plat Book 41, Page 283, Bartow County, Georgia Records, which plat by reference is incorporated herein and made a part hereof.**