

Return Recorded Document to:  
F. LEE PERKINS, P.C.,  
327 E. MAIN ST.  
CARTERSVILLE, GA 30120  
File #L21379

STATE OF GEORGIA, COUNTY OF BARTOW

**QUITCLAIM DEED**

**THIS INDENTURE**, Made the \_\_\_\_ day of **May, 2021**, between **CITY OF CARTERSVILLE** of the State of Georgia, as party or parties of the first part, hereinafter called Grantor, and **ABBEY M. AGAN** of the State of Georgia, 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).

**WITNESSETH** that : Grantor, for and in consideration of the sum of one dollar (\$1.00) and other valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, by these presents does hereby remise, convey and forever **QUITCLAIM** unto the said Grantee,

**ALL THAT TRACT OR PARCEL OF LAND** lying and being in the City of Cartersville, and in the 4th District, 3rd Section, Bartow County, Georgia, and being Lot 6 of Cook Street Subdivision as shown by plat thereof recorded at Plat Book 2, Page 164, Bartow County, Georgia, records, which plat is incorporated herein by reference and made a part hereof for a more complete description of the property conveyed.

**THIS DEED IS BEING MADE** to release the above describe property from that certain Debt to Secure Debt between the parties dated April 30, 2008 and recorded in Deed Book 2294 page 562, Bartow County GA records.

**TO HAVE AND TO HOLD** the said described premises to grantee, so that neither grantor nor any person or persons claiming under grantor shall at any time, by any means or ways, have, claim or demand any right to title to said premises or appurtenances, or any rights thereof.

**IN WITNESS WHEREOF**, the Grantor has signed and sealed this deed, the day and year first above written.

**CITY OF CARTERSVILLE, A Municipal  
Corporation of the State of Georgia**

Signed, sealed and delivered in the  
presence of:

\_\_\_\_\_  
Name/Title: \_\_\_\_\_ (Seal)

\_\_\_\_\_  
(Unofficial witness)

\_\_\_\_\_  
Name/Title: \_\_\_\_\_ (Seal)

\_\_\_\_\_  
(Notary Public)

GEORGIA INTANGIBLE  
TAX PAID  
\$30.00  
DATE 5/13/2008  
CLERK OF SUPERIOR  
COURT  
BARTOW COUNTY

DDC 007390  
FILED IN OFFICE  
05/13/2008 11:02 AM  
BK: 2293 PG: 562-570  
CLERK OF SUPERIOR  
COURT  
BARTOW COUNTY

After recording, return to:  
Leslie Simmons  
P. O. Box 628  
Cartersville, GA 30120

**SUBORDINATE DEED TO SECURE DEBT,  
RESTRICTIVE COVENANT,  
AND SECURITY AGREEMENT**  
[CHIP Program—Second Priority]

1. **Grantor:** [1] Abbey M. Agan  
whose address is [2] 5 Boatner Avenue,  
Cartersville, GA 30120
2. **Lender:** [3] City of Cartersville, whose address is [4] Post  
Office Box 1390 Cartersville, GA 30120.
3. **The Loan:** A loan in the principal amount of [5] \$ 10,000.00.
4. **Loan Documents:** A promissory note evidencing the Loan (the "Note"), this Deed, and any other document or instrument executed by Grantor or any other person in any way pertaining to the Loan.
5. **Maturity Date:** No later than [6] \_\_\_\_\_, 20\_\_\_\_.
6. **Senior Lender:** The "Senior Lender" is [7] \_\_\_\_\_ which has a first priority security deed on the Property and a first priority security interest in the Collateral. Borrower and Lender hereby agree and acknowledge that this Deed and the Note are subordinate to the loan documents, right, title, and interests of Senior Lender.

7. The Property: The "Property" is the real property described in Exhibit A, together with all improvements, fixtures, equipment, easements, rights-of-way, water rights, other rights, privileges, franchises, tenements, hereditaments, and appurtenances belonging or in any way appertaining to it, including any interest in adjoining road beds (all improvements located on the Property now or in the future shall be referred to as the "improvements").

8. Obligations: This Deed secures the following obligations (collectively, the "Obligations"): (a) the Loan and the Note; (b) all other debts, covenants, agreements, and obligations of Grantor to Lender under the Loan Documents; (c) all future amounts Lender advances to Grantor, on Grantor's behalf, or to protect Lender's interest in the Property or Collateral; (d) all other debts of any kind, owing now or in the future from Grantor to Lender.

9. Grant: For good and valuable consideration, Grantor grants and conveys to Lender the Property in **FEE SIMPLE**. This Deed is a security deed passing legal title under Georgia law and is not a mortgage. This Deed is made to secure the timely payment and performance of the Obligations. The lien of any future advances by Lender shall relate back to the date of this Deed.

10. Warranties: Grantor warrants the following: (a) Subject only to Senior Lender's interest, Grantor has fee simple title to the Property and has legal title to the Collateral. This warranty of title shall survive Lender's foreclosure of Grantor's interest in the Property and shall be enforceable by any person who may acquire title to the Property by foreclosure or sale under power. (b) Grantor warrants and will defend Lender's title to the Property against the claims of all persons. (c) Except for Senior Lender, Grantor has not granted any other person any interest in the Property or the Collateral.

11. Restrictive Covenant: During the entire "Affordability Period" (as defined below), Borrower's family shall continuously use and occupy the Property as its principal residence. Borrower shall not lease or voluntarily or by operation of law sell all or any part of the Property or any interest in the Property during the Affordability Period. Any abandonment of the Property or other breach of this Covenant shall be an "Event of Default." As used in this section, "family" has the same meaning as in the HOME regulations (currently found at 24 CFR §92.1 et seq.) and the "Affordability Period" is the period starting on the date of this Deed and continuing for [8] 5 years. If this covenant is breached before the expiration of the Affordability Period, the Loan amount (or a portion of it) shall be subject to recapture by Lender, as more particularly set forth in the Note.



12. Other Covenants of Grantor:

(a) Insurance. Until all Obligations are paid in full, Grantor shall obtain and maintain in force fire and casualty insurance insuring the Improvements with Lender named as a loss payee under a mortgagee clause acceptable to Lender. Grantor shall pay all premiums on such insurance on a timely basis. If Grantor fails to pay any insurance premium by its due date, Lender may pay the premium. If Grantor fails to maintain the