

[Space above this line for recording data.]

Please Record and Return To:

Jonathan L. Bledsoe
The Minor Firm
P.O. Box 2586
Dalton, GA 30722-2586

1. Date of the Deed: _____, 2025.
2. Signatories/Parties to the Deed:
Grantor: Aaron Prater, as Worshipful Master and Oliver Cobb, as Authorized Agent, of The Masonic Lodge No. 238 (also known as Masonic Hall) for the Order of the Free and Accepted Masons,
Grantee: City of Dalton, Georgia
3. Mailing Address of Grantee: PO Box 1205, Dalton, GA 30722
4. Map and Parcel ID Number(s): 12-238-05-016 and 12-238-05-032
5. Original Loan Amount: \$ n/a
6. Initial Maturity Date: n/a
7. Intangible Recording Tax: \$ none
8. Intangible Recording Tax Exemption Authority: Grantee is a Municipality and exempt under the provisions of O.C.G.A. § 48-6-2(a)(2).

NOTE: THIS COVER SHEET DOES NOT MODIFY THE TERMS OF THE ATTACHED INSTRUMENT.

SECURITY DEED

Georgia, Whitfield County

THIS SECURITY DEED (this "Deed"), made this ____ day of _____, 2025, between **Aaron Prater, as Worshipful Master and Oliver Cobb, as Authorized Agent, of The Masonic Lodge No. 238 (also known as Masonic Hall) for the Order of the Free and Accepted Masons**, Grantor, and the **City of Dalton, Georgia**, a municipal corporation of the State of Georgia, having a mailing address of PO Box 1205, Dalton, GA 30722, Grantee.

WITNESSETH:

THAT, WHEREAS, this Security Deed is granted by Grantor to secure the prompt payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of all obligations, indebtedness and liabilities of the Grantor under that certain Demolition Agreement and Easement Agreement of even date entered into between Grantor as grantor therein and Grantee as grantee therein (the "Demolition Agreement"), pursuant to which Grantor is obligated to repay certain indebtedness described therein. The parties intend to establish a perpetual or indefinite and perpetual security interest in the real property conveyed.

NOW, THEREFORE, in consideration of the premises and of the sum hereinabove set forth, Grantor has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto Grantee all that tract or parcel of land as more particularly described in Exhibit "A" attached hereto, reference to which is hereby made and incorporated herein by reference.

TO HAVE AND TO HOLD such property unto Grantee together with all improvements now or hereafter erected on the property and all easements, rights appurtenances, rents, profits and fixtures in fee simple.

1. Grantor shall perform the obligations of Grantor in the Demolition Agreement including the indemnity provisions therein.
2. Grantor covenants that Grantor is lawfully seized of the estate hereby conveyed and has the right to grant and convey the property, that the property is unencumbered except as is set forth hereinafter, and that Grantor will warrant and defend generally the title to the property against the claims of all persons whomsoever.
3. This instrument is made and intended to secure all obligations, indebtedness and liabilities of the Grantor under that certain Demolition Agreement (the "Secured Indebtedness").
4. Upon the occurrence of an event of default under Demolition Agreement secured hereby and this Security Deed and prior to placing an advertisement for notice of foreclosure and sale of the property, the Grantee herein agrees to: (a) notify Grantor in writing of such default, specifying the nature thereof and the actions necessary to cure said default; (b) permit grantor to cure such default within ten (10) days from the date of such notice by making payment or

- doing such other act or things which may be considered by the Grantee herein necessary or proper.
5. Time is of the essence of this Security Deed and should the Secured Indebtedness not be promptly paid when due or should Grantor breach any covenant contained herein or as provided by law, Grantee, at its option and without further notice to Grantor, may declare all sums secured by this deed to be immediately due and payable; and Grantee is authorized to invoke the power of sale herein granted (and Grantor hereby appoints Grantee the agent and attorney-in-fact for Grantor to exercise said power of sale) and any other remedies permitted by law. Grantee shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided herein, including but not limited to reasonable attorney's fees.
 6. If Grantee invokes the power of sale, Grantee shall give notice of sale by public advertisements for the time and in the manner required by applicable law. Grantee, without further demand on Grantor, 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 such order as Grantee may determine. Grantee or Grantee's designee may purchase the property at any sale.
 7. Grantee shall deliver to the purchaser Grantee's deed to the property in fee simple and Grantor hereby appoints Grantee agent and attorney-in-fact to make such conveyance. The recitals in Grantee's deed shall be prima facie evidence of the truth of the statements made therein. Grantor covenants and agrees that Grantee shall apply the proceeds of the sale in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable attorney's fees and costs of title evidence; (b) to all sums secured by this Security Deed; and (c) the excess, if any, to the person or persons legally entitled thereto. The power and agency hereby granted are coupled with an interest, are irrevocable by death or otherwise and are cumulative to the remedies for collection of said indebtedness as provided by law.
 8. If the property is sold pursuant to the provisions herein, Grantor, or any person holding possession of the property through Grantor, shall immediately surrender possession of the property to the purchaser at such sale. If possession is not surrendered, Grantor or such person shall be a tenant holding over and may be dispossessed in accordance with applicable law.
 9. All remedies provided in this Security Deed are distinct and cumulative to any other right or remedy under this Security Deed or approved by law or equity, and may be exercised concurrently, independently or successively.
 10. Upon payment of all sums secured by this Security Deed, Grantee shall cancel this Security Deed. Grantor hereby waives all rights of homestead exemption in the property. 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 and the performance of the covenants of Grantor to Grantee.
 11. The words "Grantee" and "Grantor" whenever used herein shall include all individuals, corporations (and if a corporation, its officers, employees, agents or attorneys) and any other persons or entities, and all the respective heirs, executors, administrators, legal representatives, successors and assigns to the parties hereto, and all those holding under either of them, and the pronouns used herein shall include, when appropriate, either gender and both singular and plural, and the word "Note" shall also include one or more notes and the grammatical construction of sentences shall conform thereto. If more than one party shall execute this Security Deed, the term "Grantor" shall mean all parties signing, and each of them, and each agreement, obligation and Secured Indebtedness of the Grantee shall be and mean the several as well as joint undertakings of each of them

IN WITNESS WHEREOF, this Security Deed has been duly executed and sealed by Grantor the day and year first above written.

Signed, sealed and delivered

In the presence of:

Frances A. Cobb

Unofficial Witness

C. Yvonne Prater

Notary Public

My commission expires: 04/06/2026

Grantor:

Aaron Prater (Seal)

Aaron Prater, as Worshipful Master of The
Masonic Lodge No. 238 for the Order of the Free
and Accepted Masons

Oliver Cobb (Seal)

Oliver Cobb, Authorized Agent of The Masonic
Lodge No. 238 for the Order of the Free and
Accepted Masons

[Notarial Seal]



EXHIBIT "A"

All that tract or parcel of land lying and being part of City Lot No. 43 in the City of Dalton, Whitfield County, Georgia and being more particularly described as follows:

Fronting 50 feet at the southwest intersection of McCamy Street and Emery Streets, Dalton, Georgia and running back one half the length of City Lot No. 43 on said McCamy Street (being the east half of said city lot no. 43 and on which is located the colored Masonic Hall.

For prior title, see Deed Book V Page 463, Whitfield County, Georgia Land Records.