



FOR STAFF USE ONLY
DATE & TIME

RECEIVED

OCT 02 2019

Forsyth County Department of
Planning & Community Development

Rezoning, CUP and Sketch Plat Application

This form is required for submittals of all rezoning, conditional use permit (CUP) and sketch plat applications. While this application provides some information regarding the necessary requirements to submit a complete application, the full application requirements (e.g. minimum site plan requirements) can be found on the website at forsythco.com. From the main web page, please choose **Department and Offices**, next choose **Planning & Community Development** from the list, and then select **Long Range Planning Division** on the left side of the page.

A. SUBMITTAL TYPE

Application for Zoning Review

If this submittal is a revision, please specify the previously assigned application number:

B. REQUESTED ACTION: PLEASE CHECK ALL THAT APPLY (E.G. REZONING, REZONING WITH A CUP, ETC.)

☒ Rezoning

☐ Conditional Use Permit (CUP)

☐ Sketch Plat

☐ CUP for a communication tower

C. APPLICANT INFORMATION

Name: Spencer Duncan and Hannah Duncan

Address: 8280 Jot Em Down Road Gainesville, GA 30506

Phone#: [REDACTED] E-mail Address: [REDACTED]

D. REPRESENTATION INFORMATION (IF APPLICABLE)

Preferred Contact: ☐ Attorney ☐ Authorized Agent

Name:

Address:

Phone#: [REDACTED] E-mail Address: [REDACTED]

E. PROPERTY INFORMATION

Tax Map & Parcel #(s): (e.g. xxx-xxx-xxx, xxx-xxx-xxx) 292 010

Current Zoning: OSR - Open Space Residential District Proposed Zoning: A1- Agricultural District

Proposed Use: Detached Single Family Property Acreage: 2.316

Proposed Road Access: Jot Em Down Road & Forest Path Drive

Does the subject property lie partly within or adjacent to the City of Cumming? ☐ Yes ☒ No

FOR STAFF USE ONLY

2A3955

1) Please complete if you are filing a **rezoning, conditional use permit or sketch plat** application.

- a) ☒ This application contains a **residential** component. If checked, please fill out the following:

Residential Building Type	Ownership Type *** (Fee-Simple or Condominium)	# of Lots or Units	Minimum Heated Floor Area (sq. ft.)	Minimum Lot Size (sq. ft.)(If applicable)
<input checked="" type="checkbox"/> Single Family Detached	Fee Simple <input type="button" value="v"/>	2	700 sq. ft	1
<input type="checkbox"/> Townhouses				
<input type="checkbox"/> Apartments				
<input type="checkbox"/> Condos				
<input type="checkbox"/> Other				

*** The UDC requires that condominium-style ownership be specifically identified during the zoning process. While there may be little visual difference between the finished product types, condominium style ownership means that there will not be individually-owned (i.e. fee simple ownership) property associated with a specific type of development; rather there will just be individual ownership in building space (i.e. units) with joint ownership of all property. Some developments might contain both ownership types.

The total residential density (lots and/or units) proposed with this project is units per acre.

- b) ☐ This application contains a **non-residential** component. If checked, please fill out the following:

Total Building Area (sq. ft.) # of Parking Spaces Est. Bldg. Area of Out Parcels (sq. ft.)

c) What is the total amount of proposed open space (sq. ft. or acres) included with this application?

d) Please indicate whether this project will be served by septic, county sewer, or city sewer:

If the project will be served by either county or city sewer, please also submit the results of the required pre-application meeting.

e) Will the proposed development exceed the threshold that triggers the need for a Development of Regional Impact (DRI) review?

☐ Yes ☒ No If yes, supplemental information shall be required in addition to this application.

f) Are you filing a rezoning application to rezone to a Master Planned District (MPD)?

☐ Yes ☒ No If yes, please also submit the supplemental form "Supplemental Application - Master Planned District (MPD)", which can be found on our website at forsythco.com.

g) Are you filing an application that includes Senior Housing?

☐ Yes ☒ No If yes, please also submit the supplemental form "Supplemental Application - Senior Housing Application", which can be found on our website at forsythco.com.

h) Are you filing an application that includes self-service storage?

☐ Yes ☒ No If yes, the separation distance between self-service storage businesses shall be 3/4 of a mile or a variance is required.

i) Are you filing an application that includes a business that conducts around the clock business hours (includes business operations that require employees to work shifts to cover a 24 hour period)?

☐ Yes ☒ No If yes, a Conditional Use Permit is required.

j) Are you filing an application that includes short-term rental?

☐ Yes ☒ No If yes, a Conditional Use Permit is required.

Number of Overnight Guests Number of Daytime Guests

Number of Bedrooms # of Parking Spaces

G. REQUESTED VARIANCE(S) (SEPARATE SHEET REQUIRED FOR EACH REQUESTED VARIANCE)

1) A separate sheet is required for each variance request. The number of this variance request is:

2) Please indicate which section of the Unified Development Code (UDC) is requesting to be varied, e.g. Chapter 11, Table 11.2(a).

3) Please check the type of variance being requested:

☒ A variance of feet to allow a setback to be feet.

☐ A variance of feet to allow to be feet.

☒ Other:

4) Written Justification. Per § 8-6.3 (B), all variance requests must be accompanied by written documentation justifying the variance and explaining why it should be granted. Additional sheets can be found on the website at forsythco.com. The justification must specifically address, for each variance requested, the below criteria:

a) Describe why the variance would not negate the purpose and intent of the Unified Development Code provision?

The variance would allow the current home structure on Track A to remain in its current location. This home was built in 1906 and has historic value. The purpose of the variance request is to allow the home to be in compliance with the A1 zoning. The variance would only apply to the current home located on Track A and would not pertain to the proposed home on Track B.

b) Describe why the variance would not cause substantial detriment to the public safety, health, or welfare of the public, or injurious to other property?

The home has been in its current location for one hundred and thirteen years, and has never proposed a public health or safety concern in the past, nor will it in the future.

c) Describe why the conditions of your property are unique only to the property which relief is sought and are not applicable generally to other property?

The current home is a historic landmark in Northern Forsyth County, and adds character to the entrance of the Riverstone Plantation Neighborhood. The home is the original home that was subdivided when the neighborhood was developed. The house has been recently restored, making it aesthetically pleasing from the street.

d) Describe how this property's physical surroundings (e.g. shape, size, or topographical conditions) result in an extraordinary hardship or practical difficulty (as distinguished from a mere inconvenience)?

The current property on Track A will be situated in the middle of the property with the current Riverstone Plantation neighborhood fence dividing the division of the two properties. The one hundred plus year old Oak trees surrounding the property will continue to remain as well as other topographical landscape.

e) Describe why the requested variance is the minimum necessary to accomplish the proposed development or building?

The variance will be in compliance with the A1 zoning requirements. No physical changes will be made to any of the existing structures.

f) Describe how granting this variance will result in equal or greater protection to adjacent property or natural resources? (Only required if requesting a variance to a buffer or setback)

Allowing these variances to take place, and the rezoning from OSR to A1 will allow the current home to remain in its location while adding a new home structure on Track B.

This application must be signed by the owner(s) as listed on the deed of record for the subject property. If there is more than one property owner, additional affidavits can be found on the website at forsythco.com. Only the owner or authorized agent (i.e. applicant or representing attorney) may speak on behalf of this application at the public hearing.

I/We hereby authorize the authorized agent or attorney listed on the front of this application to speak and act on behalf of the owner(s) in pursuit of the rezoning, conditional use permit, or sketch plat application on this property. I/We realize that any action granted for this property will be binding on the property regardless of ownership.

Signature of Notary: _____ Date: _____

I. CORPORATE/COMPANY DISCLOSURE: ADD ADDITIONAL SHEETS IF APPLICABLE

If either the applicant or owner are corporations or limited liability companies, provide the names of the corporate stockholders with 10% ownership or greater and officers and directors unless the corporation has stock that is traded on a national stock exchange in which case the corporate name shall be sufficient. Also, identify any parties having a direct financial interest in the zoning application other than the owner and applicant (e.g. developer or anticipated commercial occupant). If such additional parties having a direct financial interest are corporations or companies, then provide the names of officers, directors, company members, stockholders with 10% ownership or greater, unless the corporation has stock that is traded on a national stock exchange in which case the corporate name shall be sufficient.

In the event that public disclosure of the developer or commercial occupant may cause such developer or occupant to withdraw from pursuing a project due to competition, trade secret, or proprietary business concerns, and if the proposed development advances a bona fide economic development purpose, then an affidavit affirmatively declaring such shall be tendered with the application and in that event only the owner and or authorized applicant shall be identified. The affidavit contemplated in this paragraph shall only be valid for its intended purpose if it is also signed by a duly authorized representative of the Forsyth County Development Authority, Cumming/Forsyth County Chamber of Commerce, or the Forsyth County Manager, with such signature certifying that the pertinent individual is aware of the proposed development and confirms that the proposed development advances a bona fide economic development purpose. For purposes of this paragraph, a bona fide economic development purpose means a development that would be eligible for an inducement under section 22-260 of the Forsyth County Economic Development Ordinance.

If there is more than one corporate entity, additional disclosures can be found on the website at forsythco.com.

I am a duly authorized officer/member of the N/A [corporate entity]. The N/A [corporate entity] is the applicant or owner of the property seeking rezoning, conditional use and/or sketch plat approval and I am fully vested with authority to act on behalf of the N/A [corporate entity] in submitting this application. In making this representation, I acknowledge that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in any matter within the jurisdiction of any department or agency of state government or of the government of any county, city, or other political subdivision of this state, shall upon conviction thereof, be punished by a fine of not more than \$1,000.00 or by imprisonment for not less than one nor more than five years, or both.

Name of Corporate Entity: N/A

Name of Officer(s), Director(s) and/or Stockholder(s)

N/A	

J. APPLICANT CERTIFICATION: PLEASE READ AND INITIAL THE FOLLOWING 9 STATEMENTS

S.D. 1) I hereby request the action contained within this application relative to the property shown on the attached plats and site plan and further request that this item be placed on the Planning Commission and/or Board of Commissioners agenda for a public hearing.

S.D. 2) I understand that my request will be rejected if all the necessary information and/or requirements are not presented.

S.D. 3) I understand that I have an obligation to present all necessary information required by the Unified Development Code to enable the Planning Commission and/or Board of Commissioners to make an informed determination on my request. I will seek advice of Planning Staff or an attorney if I am not familiar with the zoning and land use requirements.

S.D. 4) I understand that my request will be acted upon at the Planning Commission and/or Board of Commissioners public hearing and that I am required to be present or to be represented by the authorized representative as indicated on this application, so that someone is available to present all facts and answer questions. I understand that failure to appear at a public hearing may result in the postponement or denial of my request. I further understand that it is my responsibility to be aware of relevant public hearing dates and times regardless of notification from Forsyth County.

S.D. 5) The Unified Development Code (UDC) of Forsyth County requires the landowner, applicant, or authorized representative to place an orange public participation sign(s) on the subject property during the entire Applicant Work Time. In order to insure that the correct information is included on the public participation sign(s), the Planning and Community Development Department will prepare the sign(s) and present it/them to the applicant at the Zoning Review Meeting. It is the applicant's responsibility to place the sign(s) on the subject property and to maintain the sign(s) during the entire duration of the Applicant Work Time, where the term "maintain" means that any and all meetings and/or application changes shall be updated on the sign(s), and that the sign(s) shall remain standing and readable until an application is withdrawn or the proposal is submitted for Board Consideration. A sign affidavit with a dated photo of each sign(s) placing said sign(s) against a verifiable property landmark shall be submitted to the Planning and Community Development Department within two (2) business days after the Zoning Review Meeting. Failure to submit the affidavit shall result in the public participation report being incomplete and the submittal for Board Consideration not being accepted until all posting requirements are complete.

S.D. 6) The Unified Development Code (UDC) of Forsyth County requires that the yellow public hearing sign(s) be placed on the subject property at least twenty-one (21), but not more than forty-five (45) days prior to the public hearing. In order to insure that the correct information is included on the public hearing sign(s) and that it/they is/are posted within the specified time frame, the Planning and Community Development Department will prepare the sign(s) and post it/them on the subject property by replacing the already posted orange public participation sign(s) with the yellow public hearing sign(s). Once the yellow public hearing sign(s) is/are posted, it is the applicant's responsibility to maintain the sign(s) until an application is withdrawn or a decision is rendered by the Board of Commissioners. The term "maintain" means that the sign(s) shall remain standing, be readable, and be updated regarding any changes in the date of the public hearing. The applicant shall be responsible for removal of all public notice signs within three (3) days of the final motion or date of withdrawal. Failure to do so will result in a fine of one hundred dollars (\$100) per day until the sign(s) is/are removed.

S.D. 7) The Forsyth County Tree Preservation and Replacement Ordinance requires that all zoning applications submitted to the Department of Planning and Community Development include the following sworn statement: *"I hereby swear, under oath, that the property shown on attached plats and site plan has not been clear cut within three years prior to the zoning application date and that the property will not be clear cut prior to a decision by the Board of Commissioners on the zoning. I hereby understand that any property that has been clear cut within three years prior to the date of this application, shall not be eligible for rezoning for a period of three years from the date said property was clear cut. Clear cut is defined as a timber harvest performed in one cutting operation with any remaining trees having no merchantable value or forestry management purpose."*

S.D. 8) In the event this zoning application is approved, please be aware that such approval shall not be deemed, and is not, a commitment or guarantee by Forsyth County as to the availability of sewer capacity and/or county water; nor shall this approval be construed as a commitment by Forsyth County to assist the developer with sewer easement acquisition. The developer shall be required to independently secure all necessary sewer easements. All sewer capacity agreements must be approved by the Forsyth County Board of Commissioners.

S.D. 9) Please list the name(s) and dollar amount of any campaign contribution or gift (for gifts greater than \$100) made to any Forsyth County elected official during the two years immediately preceding the filing of this application. If the applicant is a business, then such disclosure shall pertain to contributions made on behalf of the business as well as on behalf of the individual representing the business for purposes of this application submittal.

N/A

Please indicate the name of the elected official, date of gift, and dollar amount of any gift or contribution:

J. APPLICANT CERTIFICATION - CONTINUED

SD 10) As the property owner or duly authorized agent of the property owner, I hereby certify that as of the date signed below [check one]:

☒ I have not requested and have no present intention of requesting any form of economic development assistance, that may include but not be limited to tax abatements, bond funding, or other financial inducements related to the development that is the subject of this land use application, from either Forsyth County, the Cumming-Forsyth County Chamber of Commerce, and/or the Forsyth County Development Authority; or

☐ I have requested or have a present intention to request economic development assistance, that may include but not be limited to tax abatements, bond funding, or other financial inducements related to the development that is the subject of this land use application, from either Forsyth County, the Cumming-Forsyth County Chamber of Commerce, and/or the Forsyth County Development Authority.

The undersigned has personally appeared before me, a Notary Public, and states upon oath and by initialling, that he/she has read, understands, and agrees to comply with each of the above nine (10) applicant certifications.

Printed Name of Applicant: Spencer Duncan Date: 10/2/19

Signature of Applicant: Spencer Duncan Date: 10/2/19

Signature of Notary: Sunshine Song Date: 10/2/19



K. SIGN ORDINANCE ACKNOWLEDGEMENT

By signing below, applicant acknowledges and affirms that prior to submission of this application, applicant has read and reviewed the County regulations applying to such application, including the Forsyth County Sign Ordinance, and agrees to comply with the provisions of the Code.

Name: Spencer Duncan

Signature of Applicant: Spencer Duncan Date: 10/2/19

L. APPLICANT WITHDRAWAL (ONLY SIGN IF OFFICIALLY WITHDRAWING APPLICATION REQUEST)

Signature of Applicant: _____ Date: _____



Forsyth County Department of Water and Sewer

James E Neuhaus PE

July 24, 2019

Mr. Spencer Duncan
8280 Jot Em Down Road
Gainesville, GA 30506

RE: Rezoning Parcel 292-010

Dear Mr. Duncan,

As required by Chapter 8 of the Unified Development Code, we met today to discuss availability of water and sewer to the 2.33 acre tract located on the southwest corner of Jot-Em-Down Road and Forest Path Drive (also known as tax parcel 292-010).

- Potable water can be supplied to the property by an existing 8" water main located on the East side of Jot-Em-Down Road or an 8" water line on the north side of Forest Path Drive. Forsyth County does not guarantee that adequate fire flow, domestic water or irrigation flows are available for your project. Any improvements to the system that are required in order to provide appropriate pressure and fire flow for your project will be done at the developer's expense.
- Sewer is not currently available to this property (more than a mile away).

Sincerely

James E Neuhaus, PE
Water and Sewer Department Engineer

Spencer and Hannah Duncan

8280 Jot-Em-Down Road

Gainesville, Georgia 30506

678-897-0778 or 770-280-7486

Application Number:

Dear Neighbor,

We would like to inform interested property owners that a Rezoning application has been submitted to Forsyth County regarding property located at 8280 Jot-Em-Down Road. We are proposing to rezone from ORS (Open Space Residential District) to A-1 (Agriculture District with a 25 foot variance on the front) for the purpose of building a residential home.

A public participation meeting will be held on _____ at _____ p.m. at 8280 Jot- Em- Down Road. This meeting is not the public hearing. Its purpose is to provide neighbors and interested parties the opportunity to meet with the applicant, ask questions and voice concerns regarding this application.

Enclosed is a copy of the conceptual site plan depicting the subject property and the proposed project. Additional information about this application may be obtained at <http://estatus.forsythco.com>.

If you have any questions, comments or concerns, please contact me at 678-897-0778.

Sincerely,

Spencer and Hannah Duncan

Enclosure

2018 Property Tax Statement

Matthew C. Ledbetter
Forsyth County Tax Commissioner
1092 Tribble Gap Rd
Cumming, GA 30040-2236

Bill No 2018-223251 Due Date 11/15/2018 **TOTAL DUE \$0.00**

MAKE CHECK OR MONEY ORDER PAYABLE TO:
Forsyth County Tax Commissioner

Map: 292 010
Last payment made on: 10/24/2018 Today's date: 7/19/2019
Location: 8280 JOT EM DOWN RD
INTEREST, PENALTIES, AND OTHER FEES WILL APPLY AFTER DUE DATE.

DUNCAN SPENCER & MITCHELL HANNAH ELAINE NKA DU
8280 JOT EM DOWN RD

If taxes are paid by your mortgage company, send them the top portion of your statement only.

GAINESVILLE, GA 30506

Matthew C. Ledbetter
Forsyth County Tax Commissioner
1092 Tribble Gap Rd
Cumming, GA 30040-2236
Phone: (770) 781-2110 Fax: (678) 455-1207

Tax Payer: DUNCAN SPENCER & MITCHELL HANNAH ELAINE NKA DU
Map Code: 292 010
Description: 14-1 915-964-965-994
Location: 8280 JOT EM DOWN RD
Bill No: 2018-223251
District: 001 FORSYTH COUNTY AT LARGE

Building Value	Land Value	Acres	Fair Market Value	Due Date	Exemptions
\$83,880.00	\$58,250.00	2.3300	\$142,130.00	11/15/2018	S1 L7

Entity	Adjusted FMV	Net Assessment	Exemptions	Taxable Value	Millage Rate	Gross Tax	Credit	Net Tax
STATE TAX	\$142,130.00	\$56,852.00	\$2,000.00	\$54,852.00	0.0000	\$0.00	\$0.00	\$0.00
COUNTY M&O	\$142,130.00	\$56,852.00	\$23,432.00	\$33,420.00	7.3280	\$244.90	\$0.00	\$155.13
SALES TAX CREDIT			\$23,432.00	\$33,420.00	-2.6860	\$0.00	-\$89.77	\$0.00
COUNTY BOND	\$142,130.00	\$56,852.00	\$0.00	\$56,852.00	1.3190	\$74.99	\$0.00	\$74.99
SCHOOL M&O	\$142,130.00	\$56,852.00	\$2,000.00	\$54,852.00	17.3000	\$948.94	\$0.00	\$948.94
SCHOOL BOND	\$142,130.00	\$56,852.00	\$0.00	\$56,852.00	2.4180	\$137.47	\$0.00	\$137.47
FIRE DISTRICT	\$142,130.00	\$56,852.00	\$23,432.00	\$33,420.00	1.9750	\$66.00	\$0.00	\$66.00

Totals: 27.654 \$1,472.30 -\$89.77 \$1,382.53

Current Due \$1,382.53

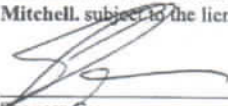
If Back Taxes Are Due Please Call for correct amount due as interest continues to accrue!

Penalty	\$0.00
Interest	\$0.00
Other Fees	\$0.00
Previous Payments	\$1,382.53
Back Taxes	\$0.00
Total Due	\$0.00

PRELIMINARY CERTIFICATE OF TITLE

Prepared for: **Spencer Duncan and Hannah Elaine Mitchell**

This is to certify that I have examined the real estate records of the Office of the Clerk of Superior Court of Forsyth County, Georgia, and according to said records, as of 5:00 PM, on September 6, 2019; marketable fee simple title to the real estate described in Exhibit A was vested in **Spencer Duncan and Hannah Elaine Mitchell**, subject to the liens and exceptions set forth below.



Spencer Carr
Carr & Gibbs, Attorneys at Law, PC
P.O. Box 999
Clarksville, GA 30523

PROPERTY DESCRIPTION

See attached hereto Exhibit A

LIENS AND OBJECTIONS

1. This certificate is dated September 6, 2019, as of 5:00 PM. Matters affecting title which were filed and recorded after said date and time are not certified herein.
2. Subject to Security Deed executed by **Spencer Duncan and Hannah Elaine Mitchell** in favor of **On Q Financial, Inc.**, dated March 17, 2017, recorded March 20, 2017 in Deed Book 8133, Page 509 of the Forsyth County, Georgia Records.
3. Subject to Boundary Line Agreement recorded in Deed Book 1855, Page 209 of the Forsyth County, Georgia Records.
4. Subject to Right-of-Way Easement recorded in Deed Book 54, Page 406 of the Forsyth County, Georgia Records.
5. Subject to Right-of-Way Easement recorded in Deed Book 45, Page 409 of the Forsyth County, Georgia Records.
6. Forsyth County taxes for 2019 are now due and payable by November 15, 2019 in the amount of \$1,687.66. Parcel# 292 010
7. The following matters are not certified herein and are excepted from this certificate:
 - a. Possessory rights or other claims of any tenants in possession of captioned property whose rights or claims are not shown of record.
 - b. Improper indexing, filing, and recording and other errors of personnel of the clerk office.
 - c. Unrecorded claims of liens for labor or material furnished for the improvement of said property.
 - d. All easements, rights-of-ways, liens, protective covenants restrictions, and other claims or matters not shown of record.
 - e. Bankruptcy proceedings.
 - f. All matters regarding federal truth-in-lending laws, real estate settlement procedure laws, or other consumer legislation.
 - g. All items of personalty used in connection with or attached to the captioned property where not indexed upon the aforesaid real estate records.
8. This is a 50-year title examination according to the Title Standards of the State Bar of Georgia.

EXHIBIT A

All of that tract or parcel of land lying and being situate in Land lot 994, 14th District, 1st Section, Forsyth County, Georgia more commonly known as R280 Jot Em Down Road, Gainesville, Georgia 30506 and being more particularly described as follows:

To find the True Point of Beginning commence at the intersection of the southerly right of way line of Forrest Path Drive (a 50-foot Right of Way) and the Westerly right of way line of Jot Em Down Road (an 80-foot Right of Way) and proceed thence S 03° 31' 08" W a distance of 18.46 feet to a point on the west side of Jot Em Down Road (80 foot right of way); from the True Point of Beginning thus established proceed thence in a southerly direction along the western right of way line of Jot Em Down Road a bearing of S 03° 31' 08" W a distance of 378.77 feet to an $\frac{1}{4}$ inch reinforced iron rod found; thence departing the western right of way line of Jot Em Down Road in a westerly direction a bearing of S 88° 53' 33" W a distance of 246.10 feet to a $\frac{1}{4}$ inch reinforced iron rod found; thence N 04° 04' 05" E a distance of 50.13 feet; thence N 03° 37' 24" E a distance of 205.25 feet to a $\frac{1}{4}$ inch reinforced iron rod found; thence N 03° 50' 56" E a distance of 185.54 feet to a $\frac{1}{4}$ inch reinforced iron rod found on the southern right of way line of Forest Path Drive (50 foot right of way); thence easterly along the southern right of way line Forest Path Drive a bearing of S 80° 52' 58" E a distance of 229.05 feet to a point at the beginning of a curve between Forest Path Drive (50 foot right of way) and Jot Em Down Road (80 foot right of way); thence along the arc of a curve with a length of 28.15 feet and a radius of 20 feet (said curve being subtended by a chord distance of 25.89 feet and a chord bearing of S 36° 03' 46" E) back to the point of beginning.

Said tract of land containing 2.35 acres more or less per a plat of survey prepared for Spencer Duncan by Tompkins Surveying & Mapping, certified by S. Clark Tompkins GRLS No. 3257 dated February 27, 2017 and being a portion of the property contained in Deed Book 575 Page 110 of the Clerk of Courts of Forsyth County Georgia.

PARCEL ID#292 010

When recorded, return to:
On Q Financial, Inc.
Attn: Final Document Department
4800 North Scottsdale Road #5500
Scottsdale, AZ 85251

Return To:
Lewis & Lewis
1805 Herrington Road
Bldg. 3, Suite C
Lawrenceville GA 30043

SL 170036

Doc ID: 015811250013 Type: GLR
Recorded: 03/20/2017 at 01:54:19 PM
Fee Amt: \$450.50 Page 1 of 13
Intangible Tax: \$424.50
Forsyth County, GA
Greg G. Allen Clerk Superior Ct
BK 8133 PG 509-521

LOAN #: 129017003168

[Space Above This Line For Recording Data]

SECURITY DEED

MIN 1004185-0002052776-1
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 17, 2017, together with all Riders to this document.

(B) "Borrower" is SPENCER DUNCAN AND HANNAH ELAINE MITCHELL, JOINT TENANTS.

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 On Q Financial, Inc..

Lender is a Corporation,
Arizona.
#5500, Scottsdale, AZ 85251

organized and existing under the laws of
Lender's address is 4800 North Scottsdale Road

(E) "Note" means the promissory note signed by Borrower and dated March 17, 2017. The Note states that Borrower owes Lender ONE HUNDRED FORTY ONE THOUSAND FOUR HUNDRED FOURTEEN AND NO/100* Dollars (U.S. \$141,414.00) 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, 2047.

(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.



LOAN #: 120017003188
(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]:

- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Other(s) [specify] |
| <input type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> Biweekly Payment Rider | |
| <input type="checkbox"/> V.A. Rider | | |

(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 Forsyth _____

(Name of Recording Jurisdiction):

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS "EXHIBIT A".
APN #: SEE ATTACHED LEGAL DESCRIPTION

which currently has the address of 8280 Jot Em Down RD, Gainesville,

Georgia 30508 ("Property Address")

(Street) (City)

(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 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 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 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 savings 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 obtain 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 obtain 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 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 give 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.

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.

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 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.

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 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 spill, 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.

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



LOAN #: 120017003188

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:

Spencer Duncan (Seal)
SPENCER DUNCAN

Hannah Elaine Mitchell (Seal)
HANNAH ELAINE MITCHELL

Kari Tadel
Unofficial Witness

[Signature]
Notary Public, Georgia
Gwinnett County

Lender: On Q Financial, Inc.
NMLS ID: 5645
Loan Originator: Sandra Smith
NMLS ID: 200851



EXHIBIT "A"

All of that tract or parcel of land lying and being situate in Land lot 994, 14th District, 1st Section, Forsyth County, Georgia more commonly known as 8280 Jot Em Down Road, Gainesville, Georgia 30506 and being more particularly described as follows:

To find the True Point of Beginning commence at the intersection of the southerly right of way line of Forrest Path Drive (a 50-foot Right of Way) and the Westerly right of way line of Jot Em Down Road (an 80-foot Right of Way) and proceed thence S 03° 31' 08" W a distance of 18.46 feet to a point on the west side of Jot Em Down Road (80 foot right of way); from the True Point of Beginning thus established proceed thence in a southerly direction along the western right of way line of Jot Em Down Road a bearing of S 03° 31' 08" W a distance of 378.77 feet to an 1/4 inch reinforced iron rod found; thence departing the western right of way line of Jot Em Down Road in a westerly direction a bearing of S 88° 53' 33" W a distance of 246.10 feet to a 1/4 inch reinforced iron rod found; thence N 04° 04' 05" E a distance of 50.13 feet; thence N 03° 37' 24" E a distance of 205.25 feet to a 1/4 inch reinforced iron rod found; thence N 03° 30' 56" E a distance of 185.54 feet to a 1/4 inch reinforced iron rod found on the southern right of way line of Forest Path Drive (50 foot right of way); thence easterly along the southern right of way line Forest Path Drive a bearing of S 80° 52' 58" E a distance of 229.05 feet to a point at the beginning of a curve between Forest Path Drive (50 foot right of way) and Jot Em Down Road (80 foot right of way); thence along the arc of a curve with a length of 28.15 feet and a radius of 20 feet (said curve being subtended by a chord distance of 25.89 feet and a chord bearing of S 36° 03' 46" E) back to the point of beginning.

Said tract of land containing 2.35 acres more or less per a plat of survey prepared for Spencer Duncan by Tompkins Surveying & Mapping, certified by S. Clark Tompkins GRLS No. 3257 dated February 27, 2017 and being a portion of the property contained in Deed Book 575 Page 110 of the Clerk of Courts of Forsyth County Georgia.

GEORGIA -

Grantor: Spencer Duncan

Date: March 17, 2017

Loan Number: 120017003188

Property Address: 8280 Jot Em Down RD
Gainesville, GA 30506

Lender: On Q Financial, Inc.

WAIVER OF BORROWER'S RIGHTS

BY EXECUTION OF THIS PARAGRAPH, GRANTOR EXPRESSLY: (1) ACKNOWLEDGES THE RIGHT TO ACCELERATE THE DEBT AND THE POWER OF ATTORNEY GIVEN HEREIN TO LENDER TO SELL THE PREMISES BY NONJUDICIAL FORECLOSURE UPON DEFAULT BY GRANTOR WITHOUT ANY JUDICIAL HEARING AND WITHOUT ANY NOTICE OTHER THAN SUCH NOTICE AS IS REQUIRED TO BE GIVEN UNDER THE PROVISIONS HEREOF; (2) WAIVES ANY AND ALL RIGHTS WHICH GRANTOR MAY HAVE UNDER THE FIFTH AND FOURTEENTH AMENDMENTS TO THE CONSTITUTION OF THE UNITED STATES, THE VARIOUS PROVISIONS OF THE CONSTITUTION FOR THE SEVERAL STATES, OR BY REASON OF ANY OTHER APPLICABLE LAW TO NOTICE AND TO JUDICIAL HEARING PRIOR TO THE EXERCISE BY LENDER OF ANY RIGHT OR REMEDY HEREIN PROVIDED TO LENDER, EXCEPT SUCH NOTICE AS IS SPECIFICALLY REQUIRED TO BE PROVIDED HEREOF; (3) ACKNOWLEDGES THAT GRANTOR HAS READ THIS DEED AND SPECIFICALLY THIS PARAGRAPH AND ANY AND ALL QUESTIONS REGARDING THE LEGAL EFFECT OF SAID DEED AND ITS PROVISIONS HAVE BEEN EXPLAINED FULLY TO GRANTOR AND GRANTOR HAS BEEN AFFORDED AN OPPORTUNITY TO CONSULT WITH COUNSEL OF GRANTOR'S CHOICE PRIOR TO EXECUTING THIS DEED; (4) ACKNOWLEDGES THAT ALL WAIVERS OF THE AFORESAID RIGHTS OF GRANTOR HAVE BEEN MADE KNOWINGLY, INTENTIONALLY AND WILLINGLY BY GRANTOR AS PART OF A BARGAINED FOR LOAN TRANSACTION, AND (5) AGREES THAT THE PROVISIONS HEREOF ARE INCORPORATED INTO AND MADE A PART OF THE SECURITY DEED.

READ AND AGREED BY GRANTOR:


SPENCER DUNCAN

3-17-17
DATE


HANNAH ELAINE MITCHELL

3-17-17
DATE



LOAN #: 126017003188

Kari Todd
Unofficial Witness

[Signature]
Notary Public, Georgia
Gwinnett County



CLOSING ATTORNEY'S AFFIDAVIT

Before the undersigned attesting officer personally appeared the undersigned closing attorney, who, having been first duly sworn according to law, states under oath as follows:

In closing the above loan, but prior to the execution of the Deed to Secure Debt and "Waiver of the Borrower's Rights" by the Borrower(s), I reviewed with and explained to the Borrower(s) the terms and provisions of the Deed to Secure Debt and particularly the provisions thereof authorizing the Lender to sell the secured property by a nonjudicial foreclosure under a power of sale, together with the "Waiver of Borrower's Rights" and informed the Borrower(s) of Borrower's rights under the Constitution of the State of Georgia and the Constitution of the United States to notice and a judicial hearing prior to such foreclosure in the absence of a knowing, intentional and willing contractual waiver by Borrower(s) of Borrower's rights. After said review with and explanation to Borrower(s), Borrower(s) executed the Deed to Secure Debt and "Waiver of Borrower's Rights."

Based on said review with and explanation to the Borrower(s), it is my opinion that Borrower(s) knowingly, intentionally and willingly executed the waiver of Borrower's constitutional rights to notice and judicial hearing prior to any such nonjudicial foreclosure.

Sworn to and subscribed before me

Kari A. Fradel



on the date set forth above.

[Signature]

Closing Attorney



RM
Return Recorded Document to:
Stephen R. Lewis, Attorney at Law, LLC
1805 Herringham Road
Bldg. J, Suite C
Lawrenceville, GA 30040

Doc ID: 015811240001 Type: GLR
Recorded: 02/20/2017 at 01:03:38 PM
Fee Amt: \$160.00 Page 1 of 1
Transfer Tax: \$160.00
Forsyth County, GA
Dres D. Allen, Clerk Superior Ct
8133-508

LIMITED
JOINT TENANCY WITH RIGHT OF SURVIVORSHIP
WARRANTY DEED

STATE OF GEORGIA
COUNTY OF Gwinnett

FILE #: SL170036

THIS INDENTURE made this 17th day of March, 2017, between STEWART & SONS, LP of the State of Georgia, as party or parties of the first part, hereinafter called Grantor, and SPENCER DUNCAN AND HANNAH ELAINE MITCHELL, as joint tenants with 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).

WITNESSETH that: Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations 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:

All of that tract or parcel of land lying and being situate in Land lot 994, 14th District, 1st Section, Forsyth County, Georgia more commonly known as 8280 Jot Em Down Road, Gainesville, Georgia 30606 and being more particularly described as follows:

To find the True Point of Beginning commence at the intersection of the southerly right of way line of Forrest Path Drive (a 50-foot Right of Way) and the Westerly right of way line of Jot Em Down Road (a 80-foot Right of Way) and proceed thence S 03° 31' 08" W a distance of 18.46 feet to a point on the west side of Jot Em Down Road (80 foot right of way); from the True Point of Beginning thus established proceed thence in a southerly direction along the western right of way line of Jot Em Down Road a bearing of S 03° 31' 08" W a distance of 378.77 feet to an 1/2 inch reinforced iron rod found; thence departing the western right of way line of Jot Em Down Road in a westerly direction a bearing of S 88° 53' 33" W a distance of 246.10 feet to a 1/2 inch reinforced iron rod found; thence N 84° 04' 05" E a distance of 50.13 feet; thence N 03° 37' 24" E a distance of 285.25 feet to a 1/2 inch reinforced iron rod found; thence N 03° 36' 56" E a distance of 185.54 feet to a 1/2 inch reinforced iron rod found on the southern right of way line of Forrest Path Drive (50 foot right of way); thence easterly along the southern right of way line Forrest Path Drive a bearing of S 30° 52' 58" E a distance of 229.85 feet to a point at the beginning of a curve between Forrest Path Drive (50 foot right of way) and Jot Em Down Road (80 foot right of way); thence along the arc of a curve with a length of 28.15 feet and a radius of 20 feet (said curve being subtended by a chord distance of 25.89 feet and a chord bearing of S 36° 03' 46" E) back to the point of beginning.

Said tract of land containing 2.35 acres more or less per a plat of survey prepared for Spencer Duncan by Tompkins Surveying & Mapping, certified by S. Clark Tompkins GRLS No. 3257 dated February 27, 2017 and being a portion of the property contained in Deed Book 575 Page 110 of the Clerk of Courts of Forsyth County Georgia.

PARCEL ID#292 010

This Deed is given subject to all easements and restrictions of record.

TO HAVE AND TO HOLD the said tract or parcel of land, together with all and singular the rights, members and appurtenances thereof, to 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 in the above described property unto the said Grantee against the claims of all persons by, through and under the above named 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 presence of:


Witness


Notary Public



STEWART & SONS, LP
BY: FIVESTEWART, LLC
ITS: MANAGING GENERAL PARTNER


BY: JOHN MILLS STEWART
ITS: MANAGER

54/406

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned,

E. J. Watson

of last described herein, in consideration of the benefits to my land by the construction of an electric power line, and other service available to it, the receipt of which is hereby acknowledged, I do hereby grant unto Georgia Electric Membership Corporation, a corporation, whose post office address is Gainesville, Georgia, and to its successors or assigns, the right to use upon the lands of the undersigned, situated in the County of Forsyth, State of Georgia, and more particularly described as follows:

A tract of land approximately 100 ft. wide by 100 ft. deep, situated on the south side of the road, for the purpose of installing electric lines to the property of Q. F. Russell.

Approx. 12 ft. 80 ft. to pole, construct, operate, repair, maintain, relocate and replace between said in or upon all streets, roads or highways crossing said lands and electric transmission or distribution lines or wires, and to run and trim trees and shrubbery to the extent necessary to keep these clear of said electric line or system and to cut down trees and shrubbery to the extent necessary to keep these clear of said electric line or system.

In granting this easement it is understood that at pole locations, only a single pole and appurtenances will be used, and that the location of the pole will be such as to cause the least possible interference to farm operations, so long as it does not materially increase the cost of production.

The undersigned promises that he is the owner of the above described lands and that the said lands are free and clear of mortgages and liens of whatever character except those held by the following persons:

It is further understood that whenever necessary means used in this instrument to the contrary shall be construed to be placed and they shall be used to the maximum extent and be construed to read in the following:

In witness whereof, the undersigned has set his hand and seal, this 1st day of May, 1962.

James H. Ray

Butt Anne Moore, M.P.

45/409
LOCATION NUMBER

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned W. G. Watson

of land described herein, in consideration of the benefits to my land by the construction of an electric power line, and making service available to it, the receipt whereof is hereby acknowledged, I do hereby grant unto Swanee Electric Membership Corporation, a corporation, whose post office address is Cumming, Georgia, and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the County of Henry, State of Georgia, and more particularly described as follows:

A tract of land approximately 3 acres in area located 3 miles N.E. from the Town of Cumming and bounded by land owned by For the purpose of building power lines to S.E. of W. G. Watson map. ref. 15-71-19 and to place, construct, operate, repair, maintain, relocate and replace lines and in or upon all streets, roads or highway abutting said lands an electric transmission or distribution line or system, and to cut and trim trees and shrubbery in the extent necessary to keep them clear of said electric line or system and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wire in falling.

In granting this easement it is understood that at pole locations, only a single pole and appurtenances will be used, and that the location of the poles will be such as to form the least possible interference to farm operations, so long as it does not materially increase the cost of construction.

The undersigned certifies that he is the owner of the above described lands and that the said lands are free and clear of encumbrances and free of whatever character except those held by the following persons:

It is further understood that, whenever necessary, words used in this instrument in the singular shall be construed in the plural and that words used in the masculine gender shall be construed to read in the feminine.

In Witness Whereof, the undersigned has set his hand and seal, this 25 day of April 19 63

Wm. G. WatsonBelle Anna Watson, S. E.W. G. WatsonFiled in office 2:50 PM May 119 63Recorded May 5Gen. J. McQuinn19 63

, Clerk

LOCATION NUMBER

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned

of land described herein, in consideration of the benefits to my land by the construction of an electric power line, and making service available to it, the receipt whereof is hereby acknowledged, I do hereby grant unto Swanee Electric Membership Corporation, a corporation, whose post office address is Cumming, Georgia, and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the County of Henry, State of Georgia, and more particularly described as follows:

A tract of land approximately 3 acres in area located 3 miles N.E. from the Town of Cumming and bounded by land owned by For the purpose of building power lines to S.E. of W. G. Watson map. ref. 15-71-19 and to place, construct, operate, repair, maintain, relocate and replace lines and in or upon all streets, roads or highway abutting said lands an electric transmission or distribution line or system, and to cut and trim trees and shrubbery in the extent necessary to keep them clear of said electric line or system and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wire in falling.

In granting this easement it is understood that at pole locations, only a single pole and appurtenances will be used, and that the location of the poles will be such as to form the least possible interference to farm operations, so long as it does not materially increase the cost of construction.

The undersigned certifies that he is the owner of the above described lands and that the said lands are free and clear of encumbrances and free of whatever character except those held by the following persons:

It is further understood that, whenever necessary, words used in this instrument in the singular shall be construed in the plural and that words used in the masculine gender shall be construed to read in the feminine.

In Witness Whereof, the undersigned has set his hand and seal, this 25 day of April 19 63

FORSYTH COUNTY, GA - DOCUMENT STAMP
Recorded 03/02/2001 at 13:08:08
No. 2001-00004553 1 of 5 Pgs
Fee Amt: 18.00
Transfer Tax: .00

Douglas Sorrells
Douglas Sorrells, SUPERIOR COURT CLERK

Worble Carlyle Seadrift & Rex, PLLC
2296 Henderson Mill Road, NE, Suite 404
Atlanta, GA 30345

Book 1855 Page 209
P&R

BOUNDARY LINE AGREEMENT

STATE OF GEORGIA
COUNTY OF FORSYTH

The first undersigned party is the owner of the following property, to wit:

See Exhibit "A" attached hereto and by this reference made a part hereof.

The second undersigned party is the owner of property adjoining a portion of the northern and western portion of said property, and the parties hereto desire to enter into an agreement definitely locating the dividing lines between their respective properties.

THEREFORE, in consideration of the sum of ONE DOLLAR (\$1.00) in hand paid by the first undersigned party to the second party, it is agreed that a portion of the property heretofore described shall constitute the dividing lines between the properties of the parties, and each party quits claims to the other such areas respectively adjoining said lines as are required to establish the same as a boundary.

WITNESS our hands and seals, this 27th day of February 2001.

Signed, sealed and delivered
in the presence of:

First Party:
Stewart & Sons, L.P.

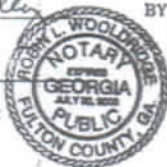
POOR ORIGINAL

Chungmedle
Unofficial Witness

BY: *John Mills Stewart*
John Mills Stewart
General Partner

(SEAL)

Molly
Notary Public
My commission expires:
[Notary Seal]



(signatures continue on following page)

Book 1855_{PRW} 210

Signed, sealed and delivered
in the presence of:

Jan L. Mathis
Unofficial Witness
Jan L. Mathis
Notary Public
My commission expires
[Notary Seal]

Second Party:

Theodore G. Mathis
Theodore G. Mathis (SEAL)

Signed, sealed and delivered
in the presence of:

Jan L. Mathis
Unofficial Witness
Jan L. Mathis
Notary Public
My commission expires
[Notary Seal]

Martha J. Mathis
Martha J. Mathis (SEAL)

Signed, sealed and delivered
in the presence of:

Jan L. Mathis
Unofficial Witness
Jan L. Mathis
Notary Public
My commission expires
[Notary Seal]

Theodore L. Mathis
Theodore L. Mathis (SEAL)

Signed, sealed and delivered
in the presence of:

Jan L. Mathis
Unofficial Witness
Jan L. Mathis
Notary Public
My commission expires
[Notary Seal]

Michael S. Mathis
Michael S. Mathis (SEAL)

[signatures continue on following page]

Onk 1855 PM 211

Signed, sealed and delivered
in the presence of:

Chad L. Mathis
Unofficial Notary
Notary Public
My commission expires 2003
[Notary Seal]


Chad L. Mathis
Chad L. Mathis

(SEAL)

EXHIBIT "A"

ALL THAT TRACT or parcel of land lying and being in Land Lots 915, 964, 965 and 994 of the 14th District, 1st Section, Forsyth County, Georgia, and being shown as Tract No. 1 containing 63.3748 acres and Tract No. 3 containing 1.0976 acres (for a total of 64.4724 acres) on that certain survey for Forsyth Communities, LLC, BancMortgage Financial Corp. and Old Republic National Title Insurance Company prepared by Hannon, Meeks & Bagwell, Surveyors & Engineers, Inc., Miles H. Hannon, Georgia RLS #1528 dated 02/21/01, as being more particularly described as follows:

COMMENCE at a one-half inch crimp top axle found at the corner common to Land Lots 886, 887, 914 and 915, aforesaid District, Section and County; proceed thence along the land lot line common to Land Lots 914 and 915 south 89°31'51" east 1165.32 feet to a one-half inch crimp top pipe found at the corner common to Land Lots 914, 915, 965 and 966; proceed thence along the land lot line common to Land Lots 915 and 965 south 00°43'11" west 248.02 feet to an axle found in the centerline of an old road bed; proceed thence along said centerline the following courses and distances: north 70°33'38" east 87.17 feet to a five eighths inch rebar found; north 87°15'09" east 62.10 feet to a five eighths inch rebar found; south 72°36'18" east 220.42 feet to a five eighths inch rebar found; south 58°33'41" east 96.73 feet to a five eighths inch rebar found; south 74°28'44" east 91.30 feet to a one half inch rebar found; south 66°53'42" east 66.88 feet to a one-half inch rebar found; thence leaving said centerline and proceeding north 13°41'48" east 362.64 feet to a nail found; proceed thence south 65°00'57" east 268.89 feet to a nail found; proceed thence south 70°05'00" east 282.02 feet to an axle found; proceed thence south 78°16'32" east 529.76 feet to a one and one-quarter inch bar found; proceed thence south 11°43'28" west 50.0 feet to a point; proceed thence south 09°58'24" west 442.59 feet to a point; proceed thence south 80°01'36" east 185.74 feet to a one half inch rebar set; proceed thence south 04°29'05" west 440.98 feet to a one half inch rebar set; proceed thence south 89°44'40" west 439.19 feet to a nail at base of one and three quarter inch pipe found on the land lot line common to Land Lots 965 and 994; proceed thence south 05°41'12" west 49.75 feet to a one and one-half inch open top pipe found at the corner common to Land Lots 964, 965, 994 and 995; proceed thence along the land lot line common to Land Lots 964 and 995 south 01°23'19" west 176.87 feet to a one half inch crimp top pipe found; thence leaving said land lot line and proceeding south 81°39'40" west 30.16 feet to a one half inch rebar found in the centerline of a branch and ditch (hereinafter "Traverse Point A"); proceed thence along said centerline in a southwesterly and northwesterly direction 1007 feet, more or less, to a point (hereinafter "Traverse Point B"); Traverse Point A and Traverse Point B are connected by the following courses and distances: south 85°41'52" west 164.83 feet to a point; south 83°18'15" west 36.78 feet to a point; south 84°41'03" west 33.64 feet to a point; north 75°51'54" west 22.71 feet to a point; south 89°41'48" west 41.01 feet to a point; north 84°14'03" west 42.82 feet to a point; south 81°05'38" west 27.05 feet to a point; north 69°42'15" west 21.57 feet to a point; south 66°49'55" west 39.01 feet to a point; south 64°53'00" west 19.77 feet to a point; north 68°34'07" west 41.12 feet to a point; south 52°04'08" west 26.85 feet to a point; south 74°35'13" west 46.80 feet to a point; south 20°13'58" west 15.46 feet to a point; south 57°37'12" west 21.19 feet to a point; south 59°38'49" west 45.35 feet to a point; north 69°58'01" west 16.15 feet to a point; north 21°18'52" west 15.49 feet to a point; north 74°03'31" west 48.73 feet to a point; south 39°12'03" west 20.83 feet to a point; north 89°13'02" west 18.38 feet to a point; south 56°16'35" west 75.65 feet to a point; south 41°54'22" west 25.03 feet to a point; south 82°50'23" west 16.67 feet to a point; south 64°06'58" west 34.48 feet to

a point; north 88°22'05" west 57.38 feet to a point; north 61°28'25" west 31.54 feet to a point; thence leaving said centerline and proceeding north 11°19'35" east 265.77 feet to a point; proceed thence north 43°43'39" west 266.93 feet to a point; proceed thence south 85°51'10" west 74.94 feet to a point; proceed thence north 48°11'48" west 126.59 feet to a point; proceed thence north 51°10'40" east 21.89 feet to a point; proceed thence north 26°10'22" west 179.63 feet to a point; proceed thence north 19°15'46" west 50.29 feet to a point; proceed thence north 24°39'47" west 185.85 feet to a point; proceed thence south 81°47'16" west 128.68 feet to a point; proceed thence south 55°22'23" west 312.29 feet to a point; proceed thence north 42°55'40" west 62.95 feet to a point; proceed thence south 56°05'12" west 260.25 feet to a point; proceed thence north 56°52'44" west 148.51 feet to a point; proceed thence north 16°44'53" west 191.48 feet to a point; proceed thence north 11°24'39" east 116.55 feet to a point; proceed thence north 41°56'27" east 135.26 feet to a point; proceed thence north 33°09'59" east 306.96 feet to a point; proceed thence north 58°51'39" west 616.14 feet to the POINT OF BEGINNING.

To Whom It May Concern,

Hannah Elaine Mitchell and Hannah Duncan are the same person. I got married and took my husband's last name. Hannah Duncan is my married name.

Hannah Duncan

A handwritten signature in black ink that reads "Hannah Duncan". The signature is written in a cursive, flowing style. The first name "Hannah" is written with a large, looped 'H' and the last name "Duncan" follows in a similar cursive script.

10/3/19

This statement is true and is made under penalty of perjury.

Survey Description

All of that tract or parcel of land lying and being situate in Land lot 994, 14th District, 1st Section, Forsyth County, Georgia more commonly known as 8280 Jot Em Down Road, Gainesville, Georgia 30506 and being more particularly described as follows:

Beginning at a point on the west side of Jot Em Down Road (80 foot right of way); thence in a southerly direction along the western right of way line of Jot Em Down Road a bearing of S 03°31'08" W a distance of 378.77 feet to an ½ inch reinforced iron rod found; thence departing the western right of way line of Jot Em Down Road in a westerly direction a bearing of S 88°53'33" W a distance of 246.10 feet to a ½ inch reinforced iron rod found; thence N 04° 04'05" E a distance of 50.13 feet; thence N 03°37'24" E a distance of 205.25 feet to a ½ inch reinforced iron rod found; thence N 03°30'56" E a distance of 185.54 feet to a ½ inch reinforced iron rod found on the southern right of way line of Forest Path Drive (50 foot right of way); thence easterly along the southern right of way line Forest Path Drive a bearing of S 80°52'58" E a distance of 229.05 feet to a point at the beginning of a curve between Forest Path Drive (50 foot right of way) and Jot Em Down Road (80 foot right of way); thence along the arc of a curve with a length of 28.15 feet and a radius of 20 feet (said curve being subtended by a chord distance of 25.89 feet and a chord bearing of S 36°03'46" E) back to the point of beginning.

Said tract of land containing 2.35 acres as contained in Deed Book 575 Page 110 of the Clerk of Courts of Forsyth County Georgia.

