



## Court of Appeals of Georgia

June 15, 2015

TO: Mr. Stan E. Stephens and Ms. Mary Stephens, 11 Craton Road, Silver Creek, Georgia  
30173

RE: **A15A0910. Stan E. Stephens and Mary Stephens v. State Bank and Trust Company**

### CHECK RETURN

- Your check number \_\_\_\_\_ in the amount of \_\_\_\_\_ written on the account of your firm for the filing fee in \_\_\_\_\_ is enclosed. Please be advised that this Court is returning your check since the filing fee was already paid by \_\_\_\_\_.

### CASE STATUS - DISPOSED

- The referenced appeal was \_\_\_\_\_ on \_\_\_\_\_. The remittitur issued on \_\_\_\_\_, divesting this Court of any further jurisdiction of your case. The case is therefore, final.

### CASE STATUS - PENDING

- The order denying the filing of a Supplemental Brief is attached. Your Supplemental Brief is enclosed.**

### APPLICATION FOR PERMISSION TO APPEAL A PROBATION REVOCATION

- To appeal a probation revocation, you will need to file a Discretionary Application with this Court. Rule 31 of the Rules of the Court of Appeals of Georgia describes a Discretionary Application and the items you would need to include with your application.

A Discretionary Application must be filed within 30 days of the stamped filed date on the order that you are appealing and the application must be accompanied by a proper Certificate of Service and a pauper's affidavit or the \$80.00 filing fee. You must also comply with all the other applicable rules of Court regarding filing with the Court of Appeals of Georgia.

Enclosed, please find a copy of the Rules of the Court of Appeals for your review.

# Court of Appeals of the State of Georgia

ATLANTA, June 11, 2015

*The Court of Appeals hereby passes the following order*

**A15A0910. STAN E. STEPHENS et al. v. STATE BANK AND TRUST COMPANY.**

Upon consideration of the APPELLANT'S motion TO FILE A SUPPLEMENTAL BRIEF in the above styled case, it is ordered that the motion is hereby DENIED.



*Court of Appeals of the State of Georgia  
Clerk's Office, Atlanta, June 11, 2015.*

*I certify that the above is a true extract from the minutes of  
the Court of Appeals of Georgia.*

*Witness my signature and the seal of said court hereto  
affixed the day and year last above written.*

*Stephen E. Costello, Clerk.*

**FILED IN OFFICE**  
JUN - 2 2015  
CLERK, COURT OF  
APPEALS OF GEORGIA

IN THE COURT OF APPEALS  
STATE OF GEORGIA  
APPEAL CASE NO. A15A0910

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STAN E. STEPHENS AND MARY STEPHENS

Appellants

vs.

STATE BANK AND TRUST COMPANY

Appellees

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APPEAL FROM SUPERIOR COURT OF BIBB COUNTY

CIVIL ACTION FILE NO. 14-CV-60950

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**APPELLANTS' STAN E. STEPHENS, ET AL**  
**SUPPLEMENTAL BRIEF**

STAN E. STEPHENS and MARY STEPHENS, Appellants  
appearing Pro Se  
11 Craton Road  
Silver Creek GA 30173  
678-230-8547

RECEIVED IN OFFICE  
2015 JUN - 2 PM 4: 20  
CLERK/COURT ADMINISTRATOR  
COURT OF APPEALS OF GA

COMES NOW APPELLANTS STAN E. STEPHENS AND MARY STEPHENS and submits this motion to file a supplemental brief before this Honorable Court and shows the Court the following:

1. Appellants' brief (R.- P.3), B. STATEMENT OF MATERIAL FACTS, contains an error of omission that is material and relevant to Appellants' case. (Paragraph 1, "On May 22, 2003, Appellant borrowed funds...."). The statement omits that the May 22, 2003 funds were borrowed to repay a previous loan obtained from Regions Bank in 2002; a loan was obtained from Regions Bank in 2002 to repay a previous loan from Georgia State Bank in 2001. The loan from Georgia State Bank was obtained in 2001 to repay the owner financing with which the property was purchased in 2000. (A copy of said notes being attached hereto, marked as Exhibits 1 and 2, respectively, and incorporated by reference.)

2. The property was purchased in July 2000 and occupied by Appellants as a residence from then until the present day. The foreclosure note in question of May 2003 was not the financing for the purchase, but was repayment of two prior loans from two different lenders. Appellants' brief omits this material fact.

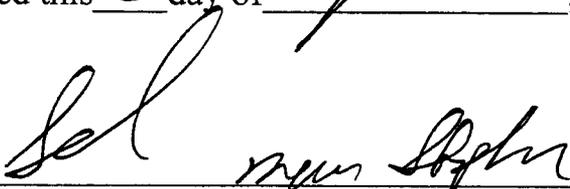
3. Appellee did not address this issue. Appellee misclassified the May 2003 note as a commercial loan and proceeded on that basis.

4. Appellee had no factual knowledge of the purpose of any of the loans, but stated his opinions to the Court as facts.

5. The house on the property was built in 1901 by the Craton family. The property is known as the "Craton farm" in the local community. It is nomenclature only.

6. Appellants' attorney, J. Steve Astin, has resigned from representation of the Appellants.

Respectfully submitted this 2 day of June, 2015.

  
STAN E. STEPHENS AND MARY STEPHENS  
APPELLANTS, appearing Pro Se  
11 Craton Road  
Silver Creek GA 30173  
678-230-8547

CERTIFICATE OF SERVICE

This is to certify that I have served a copy of the within and foregoing brief to attorney for Appellees by depositing same in the United State Mail, with adequate postage affixed thereto, addressed to:

William J. Sheppard  
Vivian B. Fisher  
James-Bates-Brannan-Groover, LLP  
3399 Peachtree Rd., NE  
Suite 1700  
Atlanta GA 30326

This the 2 day of June, 2015.

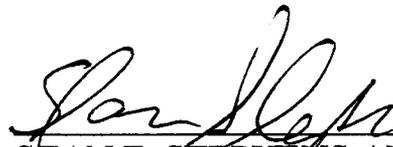
   
STAN E. STEPHENS AND MARY STEPHENS  
Appellants, appearing Pro Se  
11 Craton Road  
Silver Creek GA 30173  
678-230-8547

Exhibit 1

Return to: Kellie Jones  
Cox, Byington, Corwin,  
Niedrach & Durham  
P.O. Box 5390  
Rome, GA 30162

BK 1712 PG 0380

CLERK OF SUPERIOR COURT  
FLOYD COUNTY, GA.

2002 JUN 11 PM 4 51

FILED

WHEN RECORDED MAIL TO:  
REGIONS BANK  
PAULDING COMMONS  
P.O. BOX 183  
4271 JIMMY LEE SMITH PARKWAY  
HIRAM, GA 30141

Floyd County, Georgia  
Georgia Intangible Tax

Paid \$ None  
Date 6-11-2002  
Shirley Hatcher  
Deputy Clerk of Superior Court



\*DOC4850000026318799004000000\*

**SECURITY DEED**

THIS SECURITY DEED dated May 21, 2002, is made and executed between STAN E STEPHENS, whose address is PO BOX 908207, GAINESVILLE, GA 30501-0000 (referred to below as "Grantor") and REGIONS BANK, whose address is P.O. BOX 183, 4271 JIMMY LEE SMITH PARKWAY, HIRAM, GA 30141 (referred to below as "Lender").

GRANT OF SECURITY DEED. FOR AND IN CONSIDERATION of the financial accommodations to Grantor by Lender resulting in the obligation which is hereinafter more particularly described, and in order to secure that obligation, Grantor hereby grants, bargains, conveys, transfers, assigns and sells to Lender all of Grantor's right, title, and interest in and to the following described real property: The Real Property is located in Floyd County, State of Georgia and is described as follows:

See Exhibit "A", which is attached to this Security Deed and made a part of this Security Deed as if fully set forth herein.

TOGETHER WITH ANY AND ALL of the following: (i) all buildings, structures and improvements now or hereafter located on the real property or on any part or parcel thereof and all fixtures affixed or attached, actually or constructively, thereto; (ii) all and singular the tenements, hereditaments, easements and appurtenances belonging thereunto or in any wise appertaining thereto and the reversion and reversions, remainder or remainders thereof; (iii) all Rents accruing therefrom, whether now or hereafter due; (iv) all accounts and contract rights now or hereafter arising in connection with any part or parcel thereof or any buildings, structures or improvements now or hereafter located thereon, including without limitation all accounts and contract rights in and to all leases or undertakings to lease now or hereafter affecting the land or any buildings, structures, or improvements thereon; (v) all minerals, flowers, crops, trees, timber, shrubbery and other emblements now or hereafter located thereon or thereunder or on or under any part or parcel thereof; (vi) all estates, rights, title and interest therein, or in any part or parcel thereof; (vii) all equipment, machinery, apparatus, fittings, fixtures, furniture, furnishings, mobile homes, modular homes and all personal property of every kind or description whatsoever now or hereafter located thereon, or in or on the buildings, structures and improvements thereon, and used in connection with the operation and maintenance thereof, and all additions thereto and replacements thereof; and (viii) all building materials, supplies, goods and equipment delivered thereto and placed thereon for the purpose of being affixed to or installed or incorporated or otherwise used in the buildings, structures or other improvements now or hereafter located thereon or any part or parcel thereof.

The Real Property or its address is commonly known as 11 Craton Road SE, Silver Creek, GA 30173.

FUTURE ADVANCES. Specifically, without limitation, this Security Deed secures, in addition to the amounts specified in the Note, all future amounts Lender in its discretion may loan to Grantor, together with all interest thereon.

THIS SECURITY DEED, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE IN THE ORIGINAL PRINCIPAL AMOUNT OF \$661,639.03 WHICH HAS THE MATURITY DATE OF APRIL 28, 2005, THE RELATED DOCUMENTS, AND THIS SECURITY DEED. IT IS THE INTENTION OF GRANTOR AND LENDER TO CREATE A PERPETUAL OR INDEFINITE SECURITY INTEREST IN THE REAL PROPERTY DESCRIBED IN THIS SECURITY DEED PURSUANT TO O.C.G.A. 44-14-80(A)(2) AND TO AGREE THAT TITLE SHALL NOT REVERT TO GRANTOR FOR A PERIOD OF TWENTY (20) YEARS FROM THE DATE OF THIS SECURITY DEED. HOWEVER, NOTHING IN THIS PARAGRAPH WILL IMPAIR LENDER'S RIGHTS TO COLLECTION OF THE INDEBTEDNESS AND FORECLOSURE OF THE SECURITY INTEREST IF THE INDEBTEDNESS IS NOT REPAYED WHEN DUE. THIS SECURITY DEED IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Security Deed, Grantor shall pay to Lender all amounts secured by this Security Deed as they become due and shall strictly perform all of Grantor's obligations under this Security Deed and the Related Documents.

**POSSESSION AND MAINTENANCE OF THE PROPERTY.** Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

**Possession and Use.** Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

**Duty to Maintain.** Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

**Compliance With Environmental Laws.** Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Security Deed. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be

**SECURITY DEED  
(Continued)**

Loan No: 25318799004

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construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Security Deed or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Security Deed, including the obligation to indemnify, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Security Deed and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

**Nuisance, Waste.** Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

**Removal of Improvements.** Grantor shall not demolish or remove any improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such improvements with improvements of at least equal value.

**Lender's Right to Enter.** Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Security Deed.

**Compliance with Governmental Requirements.** Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

**Duty to Protect.** Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

**DUE ON SALE - CONSENT BY LENDER.** Lender may, at Lender's option, declare immediately due and payable all sums secured by this Security Deed upon the sale or transfer, without Lender's prior written consent, of all or any part of the Property, or any interest in the Property. A "sale or transfer" means the conveyance of Property or any right, title or interest in the Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Property, or by any other method of conveyance of an interest in the Property. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Georgia law.

**TAXES AND LIENS.** The following provisions relating to the taxes and liens on the Property are part of this Security Deed:

**Payment.** Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of any liens having priority over or equal to the interest of Lender under this Security Deed, except for those liens specifically agreed to in writing by Lender, and except for the lien of taxes and assessments not due as further specified in the Right to Contest paragraph.

**Right to Contest.** Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

**Evidence of Payment.** Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

**Notice of Construction.** Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

**PROPERTY DAMAGE INSURANCE.** The following provisions relating to insuring the Property are a part of this Security Deed:

**Maintenance of Insurance.** Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption and boiler insurance as Lender may require. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of ten (10) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

**Application of Proceeds.** Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Security Deed. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Security Deed, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the indebtedness. If Lender holds any proceeds after payment in full of the indebtedness, such proceeds shall be paid to Grantor as

**SECURITY DEED  
(Continued)**

Loan No: 25318799004

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Grantor's interests may appear.

**LENDER'S EXPENDITURES.** If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Security Deed or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Security Deed or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Security Deed also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

**WARRANTY; DEFENSE OF TITLE.** The following provisions relating to ownership of the Property are a part of this Security Deed:

**Title.** Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Security Deed, and (b) Grantor has the full right, power, and authority to execute and deliver this Security Deed to Lender.

**Defense of Title.** Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Security Deed, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

**Compliance With Laws.** Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

**Survival of Representations and Warranties.** All representations, warranties, and agreements made by Grantor in this Security Deed shall survive the execution and delivery of this Security Deed, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's indebtedness shall be paid in full.

**CONDEMNATION.** The following provisions relating to condemnation proceedings are a part of this Security Deed:

**Proceedings.** If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

**Application of Net Proceeds.** If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable attorneys' fees and costs and expenses, including court costs that are incurred by Lender in connection with the condemnation.

**IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES.** The following provisions relating to governmental taxes, fees and charges are a part of this Security Deed:

**Current Taxes, Fees and Charges.** Upon request by Lender, Grantor shall execute such documents in addition to this Security Deed and take whatever other action is requested by Lender to perfect and continue Lender's security interest on the Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Security Deed, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Security Deed.

**Taxes.** The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Security Deed or upon all or any part of the indebtedness secured by this Security Deed; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the indebtedness secured by this type of Security Deed; (3) a tax on this type of Security Deed chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the indebtedness or on payments of principal and interest made by Grantor.

**Subsequent Taxes.** If any tax to which this section applies is enacted subsequent to the date of this Security Deed, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

**SECURITY AGREEMENT; FINANCING STATEMENTS.** The following provisions relating to this Security Deed as a security agreement are a part of this Security Deed:

**Security Agreement.** This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

**Security Interest.** Upon request by Lender, Grantor shall execute financing statements and take whatever other action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Security Deed in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Security Deed as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

**Addresses.** The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Security Deed may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Security Deed.

**FURTHER ASSURANCES; ATTORNEY-IN-FACT.** The following provisions relating to further assurances and attorney-in-fact are a part of this Security Deed:

**Further Assurances.** At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refilled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Security Deed, and the Related Documents, and (2) the liens and security interests created by this Security Deed as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall

**SECURITY DEED  
(Continued)**

reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

**Attorney-in-Fact.** If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

**FULL PERFORMANCE.** If Grantor pays all the indebtedness, including without limitation all future advances, when due, and otherwise performs all the obligations imposed upon Grantor under this Security Deed, Lender shall execute and deliver to Grantor a suitable satisfaction of this Security Deed and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

**EVENTS OF DEFAULT.** Each of the following, at Lender's option, shall constitute an Event of Default under this Security Deed:

**Payment Default.** Grantor fails to make any payment when due under the indebtedness.

**Default on Other Payments.** Failure of Grantor within the time required by this Security Deed to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

**Other Defaults.** Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Security Deed or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

**Default in Favor of Third Parties.** Should Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's ability to repay the indebtedness or Grantor's ability to perform Grantor's obligations under this Security Deed or any related document.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Security Deed or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

**Defective Collateralization.** This Security Deed or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

**Death or Insolvency.** The death of Grantor, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

**Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any property securing the indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

**Breach of Other Agreement.** Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the indebtedness. In the event of a death, Lender, at its option, may, but shall not be required to, permit the guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure any Event of Default.

**Adverse Change.** A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the indebtedness is impaired.

**Insecurity.** Lender in good faith believes itself insecure.

**Right to Cure.** If such a failure is curable and if Grantor has not been given a notice of a breach of the same provision of this Security Deed within the preceding twelve (12) months, it may be cured (and no Event of Default will have occurred) if Grantor, after Lender sends written notice demanding cure of such failure: (a) cures the failure within fifteen (15) days; or (b) if the cure requires more than fifteen (15) days, immediately initiates steps sufficient to cure the failure and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

**LENDER'S REMEDIES AND POWER OF SALE.** Upon the occurrence of an Event of Default, Lender shall have the following rights, powers, and remedies:

**Accelerate Indebtedness.** Lender, at Lender's option and election and without notice to Grantor, may declare all or any portion of the indebtedness to be immediately due and payable, whereupon the same shall be and shall become due and payable forthwith without presentment demand, protest or notice of any kind, all of which are expressly waived by Grantor.

**Entry and Possession.** Lender may enter upon the Property, or any part thereof, and take possession of the Property, excluding therefrom Grantor and all agents, employees and representatives of Grantor; employ a manager of the Property or any part thereof; hold, store, use, operate, manage, control, maintain and lease the Property or any part thereof; conduct business thereon; make all necessary and appropriate repairs, renewals, and replacements; keep the Property insured; and carry out or enter into agreements of any kind with respect to the Property.

**Collection of Rents.** Lender may collect and receive all Rents from the Property and apply the same to the indebtedness, after deducting therefrom all costs, charges, and expenses of taking, holding, managing, and operating the Property, including the fees and expenses of Lender's attorneys, and agents.

**Payments.** Lender may pay any sum or sums deemed necessary or appropriate by Lender to protect the Property or any part of the Property or Lender's interest in the Property.

**Other Remedies.** Lender may exercise all rights and remedies contained in any Related Document, heretofore, concurrently herewith or in the future executed by Grantor in favor of Lender in connection with the transactions resulting in the indebtedness or any part thereof.

**Appointment of Receiver.** Lender may make application to any court and be entitled to the appointment of a receiver to take charge of the Property or any part thereof without alleging or proving, or having any consideration given to, the insolvency of Grantor, the value of the Property as security for the indebtedness, or any other matter usually incident to the appointment of a receiver.

**UCC Remedies.** With respect to the Personal Property in which a security interest is herein granted, Lender may exercise any or all of the rights accruing to a secured party under this Security Deed, the Uniform Commercial Code (Sections 11-9-101 et. seq. of the Ga. Code Annotated) and any other applicable law. Grantor shall, if Lender requests, assemble all such Personal Property and make it available to Lender at a place or places to be designated by Lender, which shall be reasonably convenient to Grantor and Lender. Any notice required to be given by Lender of a public or private sale, lease or other disposition of the Personal Property or any other intended action by Lender may be delivered personally to Grantor or may be deposited in the United States mail with postage prepaid

**SECURITY DEED  
(Continued)**

duly addressed to Grantor at the address of Grantor last known to Lender at least five (5) business days prior to such proposed action, and shall constitute reasonable and fair notice to Grantor of any such action.

**Power of Sale.** Lender may sell the Property, or any part thereof or any interest therein, separately, at Lender's discretion, with or without taking possession thereof, at public sale before the courthouse door of the county in which the Property, or any part thereof, is located, to the highest bidder for cash, after first giving notice of the time, place and terms of such sale by advertisement, published once a week for four weeks (without regard for the number of days) in a newspaper in which advertisements of sheriff's sales are published in such county. The advertisement so published shall be notice to Grantor, and Grantor hereby waives all other notices. Lender may bid and purchase at any such sale, and Lender may execute and deliver to the purchaser or purchasers at any such sale a sufficient conveyance of the Property, or the part thereof or interest therein sold. Lender's conveyance may contain recitals as to the occurrence of an Event of Default, under this Security Deed, which recitals shall be presumptive evidence that all preliminary acts prerequisite to such sale and conveyance were in all things duly complied with. The recitals made by Lender shall be binding and conclusive upon Grantor, and the sale and conveyance made by Lender shall divest Grantor of all right, title, interest and equity that Grantor may have had in, to and under the Property, or the part thereof or interest therein sold, and shall vest the same in the purchaser or purchasers at such sale. Lender may hold one or more sales hereunder until the Indebtedness has been satisfied in full. Grantor hereby constitutes and appoints Lender as Grantor's agent and attorney-in-fact to make such sale, to execute and deliver such conveyance and to make such recitals, and Grantor hereby ratifies and confirms all of the acts and doings of Lender as Grantor's agent and attorney-in-fact hereunder. Lender's agency and power as attorney-in-fact hereunder are coupled with an interest, cannot be revoked by insolvency, incompetency, death or otherwise, and shall not be exhausted until the Indebtedness has been satisfied in full. The proceeds of each sale by Lender hereunder shall be applied first to the costs and expenses of the sale and of all proceedings in connection therewith, including attorneys' fees if applicable, then to payment of the Indebtedness, and the remainder, if any, shall be paid to Grantor. If the proceeds of any sale are not sufficient to pay the Indebtedness in full, Lender shall determine, at Lender's option and in Lender's discretion, the portions of the Indebtedness to which the proceeds (after deducting therefrom the costs and expenses of the sale and all proceedings in connection therewith) shall be applied and in what order the proceeds shall be so applied. Grantor covenants and agrees that, in the event of any sale pursuant to the agency and power herein granted, Grantor shall be and become a tenant holding over and shall deliver possession of the Property, or the part thereof or interest therein sold, to the purchaser or purchasers at the sale or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over.

**Cumulative Remedies.** All rights and remedies set forth in this Security Deed are cumulative and in addition to any right or remedy provided for by statute, or now or hereafter existing at law or in equity, including without limitation the right of Lender to collect or enforce the Indebtedness with or without taking action with respect to the Property. Lender may, at Lender's election and at Lender's discretion, exercise each and every such right and remedy concurrently or separately. Except as may be prohibited by applicable law, all of Lender's rights and remedies, whether evidenced by this Security Deed or by any other writing, shall be cumulative and may be exercised singularly or concurrently.

**Attorneys' Fees; Expenses.** If any part of the Indebtedness is collected by or with any assistance from or consultation with an attorney at law, Grantor shall pay to Lender as Lender's attorneys' fees, fifteen percent (15%) of such amount collected. Whether or not any court action is involved, and to the extent not prohibited by law, all attorneys' fees and all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

**NOTICES.** Any notice required to be given under this Security Deed, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Security Deed. All copies of notices of foreclosure from the holder of any prior security interest which has priority over this Security Deed shall be sent to Lender's address, as shown near the beginning of this Security Deed. Any party may change its address for notices under this Security Deed by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Security Deed:

**Amendments.** This Security Deed, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Security Deed. No alteration of or amendment to this Security Deed shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Annual Reports.** If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

**Arbitration.** Grantor and Lender agree that all disputes, claims and controversies between them whether individual, joint, or class in nature, arising from this Security Deed or otherwise, including without limitation contract and tort disputes, shall be arbitrated pursuant to the Rules of the American Arbitration Association in effect at the time the claim is filed, upon request of either party. No act to take or dispose of any Property shall constitute a waiver of this arbitration agreement or be prohibited by this arbitration agreement. This includes, without limitation, obtaining injunctive relief or a temporary restraining order; invoking a power of sale under any deed of trust or mortgage; obtaining a writ of attachment or imposition of a receiver; or exercising any rights relating to personal property, including taking or disposing of such property with or without judicial process pursuant to Article 9 of the Uniform Commercial Code. Any disputes, claims, or controversies concerning the lawfulness or reasonableness of any act, or exercise of any right, concerning any Property, including any claim to rescind, reform, or otherwise modify any agreement relating to the Property, shall also be arbitrated, provided however that no arbitrator shall have the right or the power to enjoin or restrain any act of any party. Judgment upon any award rendered by any arbitrator may be entered in any court having jurisdiction. Nothing in this Security Deed shall preclude any party from seeking equitable relief from a court of competent jurisdiction. The statute of limitations, estoppel, arbitration proceeding, and the commencement of an arbitration proceeding shall be deemed the commencement of an action for any purposes. The Federal Arbitration Act shall apply to the construction, interpretation, and enforcement of this arbitration provision.

**Caption Headings.** Caption headings in this Security Deed are for convenience purposes only and are not to be used to interpret or define the provisions of this Security Deed.

**Governing Law.** This Security Deed will be governed by, construed and enforced in accordance with federal law and the laws of the State of Georgia. This Security Deed has been accepted by Lender in the State of Georgia.

**No Waiver by Lender.** Lender shall not be deemed to have waived any rights under this Security Deed unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Security Deed shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Security Deed. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Security Deed, the granting

of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

**Severability.** If a court of competent jurisdiction finds any provision of this Security Deed to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Security Deed. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Security Deed shall not affect the legality, validity or enforceability of any other provision of this Security Deed.

**Merger.** There shall be no merger of the interest or estate created by this Security Deed with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

**Successors and Assigns.** Subject to any limitations stated in this Security Deed on transfer of Grantor's interest, this Security Deed shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Security Deed and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Security Deed or liability under the indebtedness.

**Time is of the Essence.** Time is of the essence in the performance of this Security Deed.

**Waiver of Notice and Hearing and Homestead Exemption.** Grantor expressly waives: (1) any right Grantor may have under the Constitution of the State of Georgia or the Constitution of the United States of America to notice or to a judicial hearing prior to the exercise of any right or remedy provided to Lender by this Security Deed and Grantor waives Grantor's rights, if any, to set aside or invalidate any sale under power duly consummated in accordance with the provisions of this Security Deed on the ground (if such be the case) that the sale was consummated without prior notice or judicial hearing or both; and (2) all homestead exemption rights, if any, which Grantor or Grantor's family may have pursuant to the Constitution and laws of the United States, the State of Georgia or any other State of the United States, in and to the Property as against the collection of the indebtedness, or any part of the indebtedness. All waivers by Grantor in this provision have been made voluntarily, intelligently and knowingly by Grantor, after Grantor has been afforded an opportunity to be informed by counsel of Grantor's choice as to possible alternative rights. Grantor's execution of this Security Deed shall be conclusive evidence of the making of such waivers and that such waivers have been voluntarily, intelligently and knowingly made.

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Security Deed. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Security Deed shall have the meanings attributed to such terms in the Uniform Commercial Code:

**Borrower.** The word "Borrower" means STAN E STEPHENS, and all other persons and entities signing the Note in whatever capacity.

**Default.** The word "Default" means the Default set forth in this Security Deed in the section titled "Default".

**Environmental Laws.** The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

**Event of Default.** The words "Event of Default" mean any of the events of default set forth in this Security Deed in the events of default section of this Security Deed.

**Grantor.** The word "Grantor" means STAN E STEPHENS.

**Guaranty.** The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

**Hazardous Substances.** The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

**Improvements.** The word "improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

**Indebtedness.** The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Security Deed, together with any amounts expended to preserve and protect the Property and together with interest on such amounts as provided in this Security Deed.

**Lender.** The word "Lender" means REGIONS BANK, its successors and assigns.

**Note.** The word "Note" means the promissory note dated May 21, 2002, in the original principal amount of \$661,639.03 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of the Note is April 28, 2005.

**Personal Property.** The words "Personal Property" mean all equipment, fixtures, mobile homes, modular homes, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached, affixed to or used in the operation of the Real Property excluding only that property which by operation of law is Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

**Property.** The word "Property" means collectively the Real Property and the Personal Property.

**Real Property.** The words "Real Property" mean the real property, interests and rights, as further described in this Security Deed less and except the Personal Property.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

**Rents.** The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

**Security Deed.** The words "Security Deed" mean this Security Deed between Grantor and Lender, and includes without limitation all assignments and security interest provision relating to the Personal Property and the Rents.

Loan No: 25318799004

SECURITY DEED  
(Continued)

IN WITNESS WHEREOF, THIS SECURITY DEED HAS BEEN SIGNED BY THE UNDERSIGNED, WHO ACKNOWLEDGES A COMPLETED COPY  
HEREOF. THIS SECURITY DEED IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS SECURITY DEED IS AND SHALL CONSTITUTE  
AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

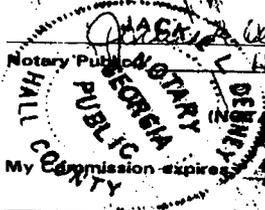
Signed, Sealed and Delivered in the presence of:

X *Frank Fouts*  
Unofficial Witness

GRANTOR:

X *Stan Stephens* (Seal)  
STAN E STEPHENS, Individually

*Jack L. Hays*  
Notary Public \_\_\_\_\_ County



(NOTARY SEAL)

My commission expires 6/2/02

(ATTACHMENTGS FOLLOWING THREE PAGES)

WHEN RECORDED MAIL TO:  
REGIONS BANK  
PAULDING COMMONS  
P.O. BOX 183  
4271 JIMMY LEE SMITH PARKWAY  
HIRAM, GA 30141



\*DOC3000000025318799004000000\*

**WAIVER OF GRANTOR'S RIGHTS**

GRANTOR: STAN E STEPHENS

LENDER: REGIONS BANK

DATE OF SECURITY DEED: May 21, 2002

PROPERTY DESCRIPTION: Located in: Floyd County, State of Georgia and is described as follows:

See Exhibit "A", which is attached to this Waiver and made a part of this Waiver as if fully set forth herein.

The Real Property or its address is commonly known as 11 Craton Road SE, Silver Creek, GA 30173.

BY EXECUTION OF THIS PARAGRAPH, EACH GRANTOR EXPRESSLY: (A) Acknowledges the right to accelerate the debt and the power of attorney given herein to Lender to sell the property by non-judicial 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 of the Security Deed; (B) Waives any and all rights which each 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 in the Security Deed; (C) Acknowledges that each Grantor has read the Security Deed and specifically that paragraph relating to the foreclosure provisions, and any and all questions regarding the legal effect of the Security Deed and its provisions have been explained fully to each Grantor and each Grantor has been afforded an opportunity to consult with counsel prior to executing the Security Deed; (D) Acknowledges that all waivers of the aforesaid rights of each Grantor have been made knowingly, intentionally and willingly by each Grantor as part of a bargained for loan transaction; and (E) Agrees that the provisions of this Waiver of Grantor's Rights are incorporated into and made a part of the Security Deed.

READ AND AGREED BY EACH GRANTOR:

IN WITNESS WHEREOF, THIS WAIVER HAS BEEN SIGNED AND SEALED BY THE UNDERSIGNED, WHO ACKNOWLEDGES A COMPLETED COPY HEREOF.

IN WITNESS WHEREOF, THIS WAIVER HAS BEEN SIGNED BY THE UNDERSIGNED, WHO ACKNOWLEDGES A COMPLETED COPY HEREOF. THIS WAIVER IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS WAIVER IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

Signed, Sealed and Delivered in the presence of:

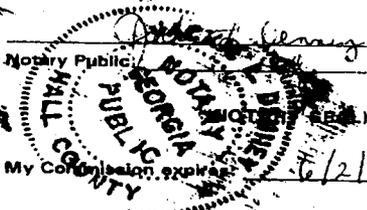
x Berday Feute  
Unofficial Witness

GRANTOR:

x Stan E Stephens (Seal)  
STAN E STEPHENS, individually

Notary Public: \_\_\_\_\_ County \_\_\_\_\_

My Commission expires 6/2/02



RECORDATION REQUESTED BY:  
REGIONS BANK  
PAULDING COMMONS  
P.O. BOX 183  
4271 JIMMY LEE SMITH PARKWAY  
HIRAM, GA 30141

BK 1712 PG 0388

WHEN RECORDED MAIL TO:  
REGIONS BANK  
PAULDING COMMONS  
P.O. BOX 183  
4271 JIMMY LEE SMITH PARKWAY  
HIRAM, GA 30141

SEND TAX NOTICES TO:  
REGIONS BANK  
PAULDING COMMONS  
P.O. BOX 183  
4271 JIMMY LEE SMITH PARKWAY  
HIRAM, GA 30141



\*DOC295000002631879900400000\*

### CLOSING ATTORNEY'S AFFIDAVIT

GRANTOR: STAN E STEPHENS

LENDER: REGIONS BANK

DATE OF SECURITY DEED: May 21, 2002

PROPERTY DESCRIPTION: Located in: Floyd County, State of Georgia and is described as follows:

See Exhibit "A", which is attached to this Affidavit and made a part of this Affidavit as if fully set forth herein.  
The Real Property or its address is commonly known as 11 Craton Road SE, Silver Creek, GA 30173.

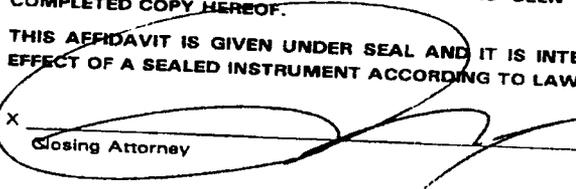
BEFORE THE UNDERSIGNED ATTESTING OFFICER personally appeared the undersigned closing attorney, who having been first duly sworn according to law states under oath as follows:

In closing the above loan but prior to the execution of the Security Deed and Waiver of Grantor's Rights by STAN E STEPHENS ("Grantor"), I reviewed with and explained to Grantor the terms and provisions of the Security Deed and particularly the provisions thereof authorizing Lender to sell the secured Property by a nonjudicial foreclosure under a power of sale, together with the Waiver of Grantor's Rights, and informed Grantor of Grantor'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 Grantor of Grantor's rights. After the review with and explanation to Grantor, Grantor executed the Security Deed and Waiver of Grantor's Rights.

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

IN WITNESS WHEREOF, THIS AFFIDAVIT HAS BEEN SIGNED AND SEALED BY THE UNDERSIGNED, WHO ACKNOWLEDGES A COMPLETED COPY HEREOF.

THIS AFFIDAVIT IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS AFFIDAVIT IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

X  (SEAL)  
Closing Attorney

SWORN TO AND SUBSCRIBED before me this 21 day of May, 2002





My Commission expires:

BK 1712 PG 0389

ALL THAT TRACT OR PARCEL OF LAND SITUATED, LYING AND BEING IN LAND LOTS 134, 155 AND 170 OF THE 22<sup>ND</sup> DISTRICT AND 3<sup>RD</sup> SECTION OF FLOYD COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN AT THE NORTHEAST CORNER OF LAND LOT 170 AND RUNNING THENCE SOUTH 00 DEGREES 47 MINUTES 15 SECONDS WEST ALONG THE EAST LINE OF LAND LOT 170 2,623.94 FEET TO AN IRON PIN AT THE SOUTHEAST CORNER OF LAND LOT 170; THENCE 87 DEGREES 33 MINUTES 57 SECONDS WEST 3,597.05 FEET TO AN IRON PIN; THENCE NORTH 87 DEGREES 51 MINUTES 05 SECONDS WEST 1,819.64 FEET TO A CONCRETE MONUMENT ON THE EAST RIGHT OF WAY LINE OF THE OLD ROCKMART ROAD; THENCE IN A NORTHWESTERLY DIRECTION ALONG THE NORTHEAST RIGHT OF WAY LINE OF THE OLD ROCKMART ROAD THE FOLLOWING COURSES AND DISTANCES, NORTH 34 DEGREES 33 MINUTES 21 SECONDS WEST 101.83; NORTH 34 DEGREES 07 MINUTES 31 SECONDS WEST 99.25 FEET; NORTH 53 DEGREES 12 MINUTES 58 SECONDS WEST 78.36 FEET AND NORTH 85 DEGREES 06 MINUTES 19 SECONDS WEST 86.36 FEET TO THE POINT WHERE THE NORTH RIGHT OF WAY LINE OF THE OLD ROCKMART ROAD INTERSECTS THE EAST RIGHT OF WAY LINE OF GEORGIA HIGHWAY 101; THENCE NORTH 02 DEGREES 28 MINUTES WEST ALONG THE EAST RIGHT OF WAY LINE OF GEORGIA HIGHWAY 101 2,245.38 FEET TO A POINT ON THE NORTH LINE OF LAND LOT 134; THENCE SOUTH 89 DEGREES 24 MINUTES 02 SECONDS EAST ALONG THE NORTH LINE OF LAND LOTS 134, 155 AND 170 5,807.42 FEET TO AN IRON PIN AT THE NORTHEAST CORNER OF LAND LOT 170 AND THE POINT OF BEGINNING. SAID TRACT CONTAINS 331.86 ACRES AND IS RESTRICTED AGAINST JUNK YARDS AND MOBILE HOMES.

ALSO CONVEYED HERewith IS ALL THAT TRACT OR PARCEL OF LAND SITUATED, LYING AND BEING IN LAND LOT 134 IN THE 22<sup>ND</sup> DISTRICT AND 3<sup>RD</sup> SECTION OF FLOYD COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHERLY SIDE OF CRATON ROAD WITH THE EAST SIDE OF GEORGIA HIGHWAY 101 AND FROM SAID BEGINNING POINT RUNNING THENCE NORTHERLY ALONG THE EAST SIDE OF GEORGIA HIGHWAY 101 TO ITS POINT OF INTERSECTION WITH THE NORTHERLY SIDE OF OLD ROCKMART ROAD (UNOPENED); RUNNING THENCE EASTERLY AND SOUTHERLY ALONG THE NORTHERLY SIDE OF OLD ROCKMART ROAD (UNOPENED) TO THE POINT WHERE IT INTERSECTS WITH OR BECOMES THE NORTHERLY SIDE OF CRATON ROAD, NOW IN USE; RUNNING THENCE NORTHERLY AND WESTERLY ALONG THE NORTHERLY SIDE OF CRATON ROAD, NOW IN USE, TO THE BEGINNING POINT ON GEORGIA HIGHWAY 101.

LESS AND EXCEPT THE FOLLOWING:

ALL THAT TRACT OR PARCEL OF LAND SITUATED, LYING AND BEING IN LAND LOTS 134 AND 155 OF THE 22<sup>ND</sup> DISTRICT AND 3<sup>RD</sup> SECTION OF FLOYD COUNTY, GEORGIA AND BEING PART OF TRACTS 1 AND 3 OF THE CRAYTON PLACE AS PER PLAT THEREOF RECORDED IN PLAT BOOK 14, PAGE 256, IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF FLOYD COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY OF GA HWY NO. 101 (100 FT. RIGHT OF WAY) AND THE NORTHERLY LAND LOT LINE OF LAND LOT 134; THENCE FROM SAID BEGINNING POINT RUNNING SOUTH 89 DEGREES 37 MINUTES AND 00 SECONDS EAST, 1,146.01 FEET TO A POINT; THENCE SOUTH 00 DEGREES 23 MINUTES 00 SECONDS WEST, 1,12.97 FEET TO A POINT; THENCE NORTH 89 DEGREES 46 MINUTES 03 SECONDS WEST, 1,138.04 FEET TO THE EASTERLY RIGHT OF WAY OF GA HWY 100; THENCE NORTH 02 DEGREES 59 MINUTES 10 SECONDS WEST 116.16 FEET, ALONG SAID RIGHT OF WAY, TO THE POINT OF BEGINNING;

Exhibit 2

BK 163960913

CLERK OF SUPERIOR COURT  
FLOYD COUNTY, GA.

'01 JUN 12 AM 10 57

FILED

Cox, Corwin & Niedrach, P.C.  
P.O. Box 5390  
Rome, GA 30162

Floyd County, Georgia  
Georgia Intangible Tax  
Paid \$ None  
Date 6/12/01  
Brian G. Foster  
Deputy Clerk of Superior Court

RETURN TO: COX, CORWIN & NIEDRACH  
P. O. BOX 5390, ROME, GEORGIA 30162

COX, CORWIN & NIEDRACH, P.C.

**WARRANTY DEED TO SECURE DEBT**

**State of Georgia, Floyd County:**

THIS INDENTURE, Made this 4<sup>th</sup> day of JUNE, 2001 between STANLEY E. STEPHENS, of the County of FLOYD and State of GEORGIA of the first part, and GEORGIA STATE BANK, P. O. Box 278, Mableton, GA, 30126, of the County of COBB and State of GEORGIA of the second part.

WITNESSETH: That the said party of the first part, for and in consideration of SIX HUNDRED FIFTY-FIVE THOUSAND THREE HUNDRED EIGHTY-TWO (\$655,382.00) in hand paid, the receipt of which is hereby acknowledged, grants and conveys unto said second party, his heirs, successors and assigns, all that land and real estate described as follows:

LEGAL DESCRIPTION IS ATTACHED  
HERETO AS EXHIBIT 'A'

TO HAVE AND TO HOLD said property and appurtenances unto said second party, its heirs, successors and assigns, in FEE SIMPLE; and said first party covenants hereby that the title thereunto is in him free of any lien or encumbrance, and warrants said title against the lawful claims of all persons. The term "Second Party" hereinafter shall also include, if applicable, heirs, successors, assigns, executors and administrators.

This conveyance is intended to operate as a deed to secure debt, as provided for by the laws of Georgia, and to pass the title to said property into said second party, to secure a debt of \$655,382.00 and/or extension of all and/or any part thereof and/or any other present and/or future indebtedness of party of the first part to party of the second part, said debt being represented and described as follows:

One Note of Even Date Herewith in the Principal Amount of \$655,382.00. Maturity Date: 06/02/2004.

Said note payable to GEORGIA STATE BANK.

And in consideration of the premises, and further to secure the prompt payment of said debt, said first party undertakes and agrees as follows: To keep said property in good repair and condition; to pay all taxes, assessments and obligations, defaults in which would subject said property to public sale; and to insure same against damage, by procuring and maintaining in force fire insurance policies in an amount not less than \$655,382.00 and tornado insurance policies in an amount not less than \$655,382.00; all of which policies shall be payable to and remain in the possession of said second party or assigns, until the final payment of said debt; such insurance to be distributed on the different buildings herein conveyed, in such manner and amount as may be directed by said second party. And in case of failure to perform any of the aforesaid undertakings, the said first party constitutes the said second party, its agent to pay for such repairs, taxes, assessments, or insurance and agrees that any necessary payments so made by said second party shall be added to and become a part of the indebtedness secured hereby, and may be recovered as provided herein. Said second party shall not be required to make any such payment or repair, and the failure so to do shall not constitute any waiver or forfeiture of the right to do so at a later time, nor a waiver or forfeiture of any other provisions, conditions or rights hereunder. Said second party shall not be liable for any neglect or negligence of any party in doing or failing to do any of such acts. In the event of loss by fire or storm the insurance arising therefrom shall be collected by second party and immediately applied as credit on the principal and interest of said debt; this notwithstanding the original purpose of rebuilding. This, however, shall be optional with second party.

Said first party further agrees that he will not cut nor suffer or permit anyone to cut any timber of any kind or description from said described premises without the prior written consent of said second party.  
Any sale or change in possession of the premises herein, without the written consent of the Grantee shall, at the election of the Grantee, constitute a default and render indebtedness secured hereby immediately due and payable.

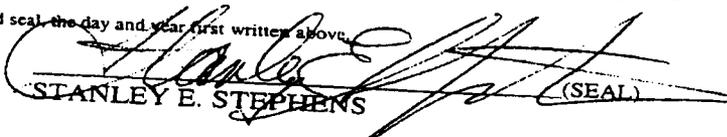
Said first party further agrees that if default be made in the prompt payment of the principal debt or installment thereof, or in payment of interest thereon when due or in the payment of any taxes or assessments now or hereafter due on said property, or of any such insurance premiums when due, or the breach or violation of any provision or condition hereof, or if party of the first part be adjudicated a bankrupt, then said second party or its heirs, administrators, executors, successors or assigns, are authorized at option to declare the whole indebtedness due, without notice, and to sell at public outcry, before the court house door of FLOYD County, all of said property by this deed conveyed, or any part thereof, to the highest bidder, for cash, after advertising the time, place and terms of sale once a week for four weeks in the newspaper of general circulation in said county; the time of such sale to be during the legal hours of sale on the first Tuesday of the month; and to convey title in fee simple to said property into the purchaser at said sale, who may be said second party or another, or assigns; thereby divesting such title out of the maker or makers of this deed and into said purchaser; and to apply the proceeds of said sale to the payment of said debt and interest and payments made by authority hereof, and of the expenses of collecting same, including fifteen per cent attorneys fees, if incurred; and to put the purchaser summarily in possession of said property; said first party hereby agreeing to surrender such possession without let or hindrance.

The first party further agrees in case of failure to perform any of the undertakings, provisions or conditions herein, all of the rents, issues and profits issuing and to issue out of said premises from and after the date of any such default, so far as actually received by said second party, shall be applied toward the payment of said debt or debts, and for such purpose said rents, issues and profits are hereby transferred and assigned to said second party; this however, shall not alter, modify, interfere with or postpone the exercise by said second party of any of the other rights, remedies or powers herein, or by law, provided in event of default.

The foregoing powers for realizing on this security are cumulative only of the remedies to which said second party is entitled under the laws of Georgia, and may be exercised immediately on default, time being of the essence hereof.

IN WITNESS WHEREOF, the said GRANTOR has hereunto set hand and seal, the day and year first written above.

Signed, sealed and delivered in the presence of:

  
STANLEY E. STEPHENS (SEAL)

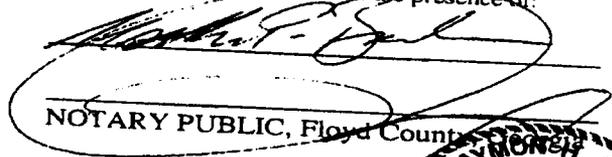
  
NOTARY PUBLIC, Floyd County, Georgia



EXHIBIT "A" BK 1639 PG 0915

ALL THAT TRACT OR PARCEL OF LAND SITUATED, LYING AND BEING IN LAND LOTS 134, 155 AND 170 OF THE 22<sup>ND</sup> DISTRICT AND 3<sup>RD</sup> SECTION OF FLOYD COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN AT THE NORTHEAST CORNER OF LAND LOT 170 AND RUNNING THENCE SOUTH 00 DEGREES 47 MINUTES 15 SECONDS WEST ALONG THE EAST LINE OF LAND LOT 170 2,623.94 FEET TO AN IRON PIN AT THE SOUTHEAST CORNER OF LAND LOT 170; THENCE 87 DEGREES 33 MINUTES 57 SECONDS WEST 3,597.05 FEET TO AN IRON PIN; THENCE NORTH 87 DEGREES 51 MINUTES 05 SECONDS WEST 1,819.64 FEET TO A CONCRETE MONUMENT ON THE EAST RIGHT OF WAY LINE OF THE OLD ROCKMART ROAD; THENCE IN A NORTHWESTERLY DIRECTION ALONG THE NORTHEAST RIGHT OF WAY LINE OF THE OLD ROCKMART ROAD THE FOLLOWING COURSES AND DISTANCES: NORTH 34 DEGREES 33 MINUTES 21 SECONDS WEST 101.83; NORTH 34 DEGREES 07 MINUTES 31 SECONDS WEST 99.25 FEET; NORTH 53 DEGREES 12 MINUTES 58 SECONDS WEST 78.36 FEET AND NORTH 85 DEGREES 06 MINUTES 19 SECONDS WEST 86.36 FEET TO THE POINT WHERE THE NORTH RIGHT OF WAY LINE OF THE OLD ROCKMART ROAD INTERSECTS THE EAST RIGHT OF WAY LINE OF GEORGIA HIGHWAY 101; THENCE NORTH 02 DEGREES 28 MINUTES WEST ALONG THE EAST RIGHT OF WAY LINE OF GEORGIA HIGHWAY 101 2,245.38 FEET TO A POINT ON THE NORTH LINE OF LAND LOT 134; THENCE SOUTH 89 DEGREES 24 MINUTES 02 SECONDS EAST ALONG THE NORTH LINE OF LAND LOTS 134, 155 AND 170 5,807.42 FEET TO AN IRON PIN AT THE NORTHEAST CORNER OF LAND LOT 170 AND THE POINT OF BEGINNING. SAID TRACT CONTAINS 331.86 ACRES AND IS RESTRICTED AGAINST JUNK YARDS AND MOBILE HOMES.

ALSO CONVEYED HERewith IS ALL THAT TRACT OR PARCEL OF LAND SITUATED, LYING AND BEING IN LAND LOT 134 IN THE 22<sup>ND</sup> DISTRICT AND 3<sup>RD</sup> SECTION OF FLOYD COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHERLY SIDE OF CRATON ROAD WITH THE EAST SIDE OF GEORGIA HIGHWAY 101 AND FROM SAID BEGINNING POINT RUNNING THENCE NORTHERLY ALONG THE EAST SIDE OF GEORGIA HIGHWAY 101 TO ITS POINT OF INTERSECTION WITH THE NORTHERLY SIDE OF OLD ROCKMART ROAD (UNOPENED); RUNNING THENCE EASTERLY AND SOUTHERLY ALONG THE NORTHERLY SIDE OF OLD ROCKMART ROAD (UNOPENED) TO THE POINT WHERE IT INTERSECTS WITH OR BECOMES THE NORTHERLY SIDE OF CRATON ROAD, NOW IN USE; RUNNING THENCE NORTHERLY AND WESTERLY ALONG THE NORTHERLY SIDE OF CRATON ROAD, NOW IN USE, TO THE BEGINNING POINT ON GEORGIA HIGHWAY 101.

LESS AND EXCEPT THE FOLLOWING:

ALL THAT TRACT OR PARCEL OF LAND SITUATED, LYING AND BEING IN LAND LOTS 134 AND 155 OF THE 22<sup>ND</sup> DISTRICT AND 3<sup>RD</sup> SECTION OF FLOYD COUNTY, GEORGIA AND BEING PART OF TRACTS 1 AND 3 OF THE CRAYTON PLACE AS PER PLAT THEREOF RECORDED IN PLAT BOOK 14, PAGE 256, IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF FLOYD COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY OF GA HWY NO. 101 (100 FT. RIGHT OF WAY) AND THE NORTHERLY LAND LOT LINE OF LAND LOT 134; THENCE FROM SAID BEGINNING POINT RUNNING SOUTH 89 DEGREES 37 MINUTES AND 00 SECONDS EAST, 1146.01 FEET TO A POINT; THENCE SOUTH 00 DEGREES 23 MINUTES 00 SECONDS WEST, 112.97 FEET TO A POINT; THENCE NORTH 89 DEGREES 46 MINUTES 03 SECONDS WEST, 1138.04 FEET TO THE EASTERLY RIGHT OF WAY OF GA HWY 100; THENCE NORTH 02 DEGREES 59 MINUTES 10 SECONDS WEST 116.16 FEET, ALONG SAID RIGHT OF WAY, TO THE POINT OF BEGINNING.