

Cross Ref:
PLAT 2/163
WD 1871/117
SD 1911/212

State of Georgia, Muscogee County:
THIS INDENTURE made this the 4th day of August in the year One Thousand Nine Hundred and sixty four between EDDY F. MEREDITH

of Harris County, Georgia, hereinafter known as Grantor, and
DR. JACK C. HUGHSTON
of Muscogee County, Georgia, hereinafter known as Grantee;

WITNESSETH:

That Grantor, for and in consideration of the sum of Five Hundred and no/100 (\$500.00) DOLLARS

In hand paid and before the selling and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto Grantee, his heirs and assigns, the following described real estate, to-wit:

All my undivided interest in the Homeplace in the 18th Land District of Harris County, Georgia, containing 185 acres, more or less, and described as follows: to-wit:

All that tract or parcel of land lying and being in the County of Harris and State of Georgia, described as follows: Lot of land Number 118, except 50 acres off the northwest corner, also, 35 acres, more or less, off of Lot of Land Number 139 containing in all 185 acres, more or less, bounded on the north by land of C. C. Roberts; west by land of Wm. Tarvin and C. C. Roberts; east by land of Virginia Greer; souther by land of Sterling Jenkins and C.C. Roberts.

Excepted from the above parcel of land is 7 1/2 acres conveyed off along the road, being the same land described in a deed from Mattie M. Wesley to the Grantor herein by deed dated July 27, 1953 and recorded in Deed Book 24, page 455 in the office of the clerk of the Superior Court of Harris County, Georgia.

TO HAVE AND TO HOLD the said bargained premises, together with all and singular the rights, members and appurtenances thereto appertaining, to the only proper use, benefit and behoof of Grantee, his heirs and assigns, forever, in FEE SIMPLE; and Grantor hereby covenants that he is lawfully seized and possessed of said property and has a good right to convey it and that it is unincumbered; and the said bargained premises, Grantor, and the heirs, executors and administrators of Grantor, unto Grantee, his heirs and assigns, against Grantor, and the heirs, executors and administrators of Grantor, and against all and every other person, shall and will warrant and forever defend.

This conveyance is made under the provisions of the existing Code of the State of Georgia, and all Acts amendatory thereof in regard to the sale of property to secure debt, and to pass the title of the above described property to Grantee to secure a debt evidenced by ONE note of even date herewith made by Grantor to order of Grantee for the principal sum of Five hundred and no/100 (\$ 500.00) Dollars and due and payable as follows:

Said sum shall bear interest at the rate of six per cent (6%) per annum and both Principal and interest shall be due 90 days from the date hereof.

It is further agreed between the parties hereto that this deed shall also secure the payment of any other indebtedness which Grantor may owe Grantee, either prior or subsequently to the execution of this instrument, and whether as principal, guarantor or surety, and any further liability of Grantor to Grantee whether direct or contingent.

Grantor covenants and agrees for so long as said indebtedness, or any part thereof, shall remain unpaid, to keep said premises in as good condition as they now are; to pay all taxes and assessments that may be liens upon said premises, as they become due, and to keep the improvements on said premises insured in an insurance company to be designated by Grantor against loss or damage by fire, in the sum of at least \$, and against loss or damage by tornado, in an amount sufficient to protect Grantee against loss, and the policies are to be made payable to Grantee as his interests may appear, and shall deliver said policies of insurance to Grantee. Should Grantor fail to keep said property so insured and to deliver said policies to Grantee, then Grantee may so insure said property at the expense of Grantor, Grantor further agrees that any tax, assessment, or premium of insurance not paid when due, by Grantor, may be paid by Grantee, and all such sums so paid by Grantee, shall be added to the amount of said principal debt as part thereof and shall bear interest from date of such payment at the rate of eight per cent per annum, and shall, with interest, be secured by this deed, but that neither the insuring of said improvements, nor the payment of any such sums, by Grantee, shall be construed to waive any breach of covenant by Grantor to keep the improvements on said premises insured and to pay said sums.

In case Grantee shall be made a party to any suit or be forced to become a party to any suit or proceeding at law or in equity in order to protect the security given for this obligation, Grantee shall be allowed and paid reasonable costs, charges and Attorney's fees in such suit or proceedings, and the same shall be secured by this deed and enforced as the principal obligation.

If this security deed is subject and subordinate to a prior security deed or mortgage conveying said premises, then it is expressly agreed that should any default be made in the payment of any part of the principal or interest of the debt secured by said prior security deed or mortgage, or should any proceedings be commenced to foreclose said prior security deed or mortgage, or to obtain a judgment on the debt secured thereby, then the amount of the debt secured hereby shall become due and payable at any time thereafter, at the option of the holder of this security deed, time being of the essence hereof.

The Grantor herein authorizes and empowers the Grantee, at his option, and in the event of a default in the payment of the indebtedness secured by this deed, to enter and take possession of the premises hereby conveyed and to let the same and to receive the rents thereof, applying such rents to the payment of the indebtedness herein secured; and in the event of such default, any and all rents which may accrue from said premises are hereby expressly assigned unto the Grantee as security for the indebtedness herein secured.

It is further agreed and understood between the parties hereto that time is of the essence of this contract and of said note or notes, and if default shall be made in the payment of said debt, or any installment thereof, at maturity, or in the due payment of interest upon said principal debt as and when the same shall become due, or in any of the covenants herein expressed to be performed by Grantor, or if any of the premises hereby conveyed be destroyed by fire or other casualty, or if Grantor becomes bankrupt, or a receiver is appointed for Grantor, or if Grantor shall, by himself or others, do or suffer to be done any act or acts on or to said described property, or any part thereof, which will substantially impair or lessen its value as security for said debt, then the entire amount due Grantee under said note or notes hereby secured shall immediately become due and collectable, at the option of Grantee, without notice, and Grantee may, and by these presents is authorized, at his option, to seize, said property and sell the same at public outcry before the Court House door in Harris County, Georgia, to the highest bidder for cash at the time required by law, to pay said indebtedness with interest thereon and the expenses of the proceedings, after advertising the same as required by law, with the right of Grantee to purchase said property at such sale. And Grantee may make the purchaser of said property good and sufficient title, in fee simple, to the same, thereby divesting all of the right and equity that Grantor may have in and to said property and vesting the same in the purchaser, or purchasers aforesaid. If a sale of said property under the power herein contained is stopped for any reason, same shall not constitute a novation nor be a bar to the exercise of such power thereafter. If foreclosed under the power of sale herein, Grantor, agrees to pay as Attorneys Fees the sum of \$ 150.00

The property may be sold by Grantee in parcels or as a whole.

Whenever the word "Grantee" appears in this deed, it shall be construed to include and embrace the original grantee herein, his legal representatives, and the owner of this deed by assignment, purchase, inheritance, or otherwise.

The remedies hereinbefore provided are cumulative of the remedies provided by law and being coupled with an interest, shall be irrevocable by death.

In Witness Whereof, Grantor has hereunto set his hand and affixed his seal, the day and year first above written.

Signed, sealed and delivered in presence of:
Dorothy E. McCollum /s/ Eddie F. Meredith (Seal.)
E. Mullins Whisnant (Seal.)

Notary Public, State of Georgia, My commission expires 7-5-67 (seal)

Filed in office 7 August 19 64 at 9 A.M. Recorded 7 August 19 64
Nancy S. Keith Clerk Nancy S. Keith Clerk