

APPLICATION FOR REZONING TO THE CITY OF SMYRNA

Type or Print Clearly

(To be completed by City)

Ward: _____

Application No: _____

Hearing Date: _____

APPLICANT: GEORGIAN FINE PROPERTIES LLC

Name: STANTON JACOBS
(Representative's name, printed)

Address: 541 VILLAGE TRACE BUILDING 11 SUITE 210
MARIETTA GA 30067

Business Phone: 7-850-0725 Cell Phone: 4-925-6226 Fax Number: 7-850-9775

E-Mail Address: Stanton17@bellsouth.net

Signature of Representative: Stanton Jacobs

TITLEHOLDER

Name: Hillie C Moore Eula Mae Moore
(Titleholder's name, printed)

Address: 1498 Walker Street Smyrna, GA 30080

Business Phone: _____ Cell Phone: _____ Home Phone: 404 583 5615

E-mail Address: _____

Signature of Titleholder: Hillie C Moore
(Attach additional signatures, if needed)

(To be completed by City)

Received: _____

Heard by P&Z Board: _____

P&Z Recommendation: _____

Advertised: _____

Posted: _____

Approved/Denied: _____

ZONING REQUEST

From R-15 to RAD
Present Zoning Proposed Zoning

LAND USE

From Residential to Residential
Present Land Use Proposed Land Use

For the Purpose of Constructing 3 Single Family Residences

Size of Tract 0.647 Acres

Location 1498 Walker Street Smyrna GA 30080

(Street address is required. If not applicable, please provide nearest intersection, etc.)

Land Lot (s) 560 District 17th

We have investigated the site as to the existence of archaeological and/or architectural landmarks. I hereby certify that there are no ✓ there are No such assets. If any, they are as follows:

(To be completed by City)

Recommendation of Planning Commission:

Council's Decision:

CONTIGUOUS ZONING

North: RAD

East: R15

South: R15

West: R15

CONTIGUOUS LAND USE

North: Residential

East: Residential

South: Residential

West: Residential

INFRASTRUCTURE

WATER AND SEWER

A letter from Scott Stokes, Director of Public Works Department is required stating that water is available and the supply is adequate for this project.

A letter from Scott Stokes, Director of Public Works Department is required stating that sewer is available and the capacity is adequate for this project.

- If it is Cobb County Water, Cobb County must then furnish these letters.

Comments:

TRANSPORTATION

Access to Property? Walker Street

Improvements proposed by developer? None

Comments:

ZONING DISCLOSURE REPORT

Has the applicant* made, within two years immediately preceding the filing of this application for rezoning, campaign contributions aggregating \$250 or more or made gifts having in the aggregate a value of \$250 or more to the Mayor or any member of the City Council or Planning and Zoning Board who will consider this application?

NO

If so, the applicant* and the attorney representing the applicant* must file a disclosure report with the Mayor and City Council of the City of Smyrna, within 10 days after this application is filed.

Please supply the following information, which will be considered as the required disclosure:

The name of the Mayor or member of the City Council or Planning and Zoning Board to whom the campaign contribution or gift was made:

N/A

The dollar amount of each campaign contribution made by the applicant* to the Mayor or any member of the City Council or Planning and Zoning Board during the two years immediately preceding the filing of this application, and the date of each such contribution:

N/A

An enumeration and description of each gift having a value of \$250 or more by the applicant* to the Mayor and any member of the City Council or Planning and Zoning Board during the two years immediately preceding the filing of this application:

N/A

Does the Mayor or any member of the City Council or Planning and Zoning Board have a property interest (direct or indirect ownership including any percentage of ownership less than total) in the subject property?

N/A

If so, describe the natural and extent of such interest:

N/A

ZONING DISCLOSURE REPORT (CONTINUED)

Does the Mayor or any member of the City Council or Planning and Zoning Board have a financial interest (direct ownership interests of the total assets or capital stock where such ownership interest is 10% or more) of a corporation, partnership, limited partnership, firm, enterprise, franchise, association, or trust, which has a property interest (direct or indirect ownership, including any percentage of ownership less than total) upon the subject property?

NO

If so, describe the nature and extent of such interest:

N/A

Does the Mayor or any member of the City Council or Planning and Zoning Board have a spouse, mother, father, brother, sister, son, or daughter who has any interest as described above?

N/A

If so, describe the relationship and the nature and extent of such interest:

N/A

If the answer to any of the above is "Yes", then the Mayor or the member of the City Council or Planning and Zoning Board must immediately disclose the nature and extent of such interest, in writing, to the Mayor and City Council of the City of Smyrna. A copy should be filed with this application**. Such disclosures shall be public record and available for public inspection any time during normal working hours.

We certify that the foregoing information is true and correct, this 5 day of May, 2015.


(Applicant's Signature)
Georgian Pine Properties, LLC

(Attorney's Signature, if applicable)

Notes

* Applicant is defined as any individual or business entity (corporation, partnership, limited partnership, firm enterprise, franchise, association or trust) applying for rezoning action.

** Copy to be filed with the City of Smyrna Zoning Department and City Clerk along with a copy of the zoning application including a copy of the legal description of the property.

REZONING ANALYSIS

Section 1508 of the Smyrna Zoning Code details nine zoning review factors which must be evaluated by the Planning and Zoning Board and the Mayor and Council when considering a rezoning request. Please provide responses to the following using additional pages as necessary. **This section must be filled out by the applicant prior to submittal of the rezoning request.**

1. Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.

All nearby and adjacent property is
single family residential.

2. Whether the zoning proposal or the use proposed will adversely affect the existing use or usability of adjacent or nearby property.

There will be no adverse affect.

3. Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned.

No

REZONING ANALYSIS (CONTINUED)

4. Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities or schools.

The 3 residential homes will have little
or no impact on

5. Whether the zoning proposal is in conformity with the policy and intent of the land use plan.

Yes

6. Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal.

Many lots on Walker St. are RAA
residential and the request supports approval.

REZONING ANALYSIS (CONTINUED)

7. Whether the development of the property under the zoning proposal will conform to, be a detriment to or enhance the architectural standards, open space requirements and aesthetics of the general neighborhood, considering the current, historical and planned uses in the area.

The zoning proposal will conform to the neighborhood.

8. Under any proposed zoning classification, whether the use proposed may create a nuisance or is incompatible with existing uses in the area.

Proposed zoning is compatible with existing uses in the area.

9. Whether due to the size of the proposed use, in either land area or building height, the proposed use would affect the adjoining property, general neighborhood and other uses in the area positively or negatively.

The proposed use will enhance and positively affect the adjoining property and general neighborhood.



CARLA JACKSON TAX COMMISSIONER
CHELLY MCDUFFIE CHIEF DEPUTY
Phone: 770-528-8600
Fax: 770-528-8679

Printed: 5/7/2015 4:23:13 PM

Cobb County Online Tax Receipt

Thank you for your payment!

Payer:
OCWEN LOAN SERVICING LLC

MOORE HILLIE C & EULA MAE**Payment Date: 10/3/2014**

Tax Year	Parcel ID	Due Date	Appeal Amount			Taxes Due
2014	17056000580	10/15/2014	Pay:	N/A	or	186.21
Interest	Penalty	Fees	Total Due	Amount Paid	Balance	
\$0.00	\$0.00	\$0.00	\$186.21	\$186.21	\$0.00	

HOUSE = 1708 sf.
DRIVEWAY = 492 sf.
TOTAL = 2200 sf.

LEGEND

[illegible]

PROPOSED ZONING: RAD
SETBACKS: (PER ZONING)

FRONT - 40 FT
SIDE - 35 FT
REAR - 40 FT

CONCEPT PLAN FOR:

1498 WALKER STREET

7058000580

LOT: BLOCK: _____

0.000000

AREA - 0.041 14.55
 OF No 1507318

Journal of Management Education

ALPHA LAND SERVICES
1005 ECHO VALLEY COURT
LOGANVILLE, GA. 30052
ENGINEERING • LAND SURVEYING
770.836.4084 FAX 770.836.4084

PROSUD
ADDRESS: 1004 45TH AVE N
MINNEAPOLIS, MN 55412

1000

OFF. PLAT. FR. P.



THIS SURVEY WAS PREPARED IN CONFORMITY WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEYING IN THE GEORGIA AS SET FORTH IN CHAPTER 180-T OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE GEORGIA PLAT ACT O.C.B.A. 15-6-

GRAPHIC SCALE - 1" = 20'

The field data upon which this plot is based has a closure precision of one foot in 15,000+ feet and an angular error of 03". This plot has been prepared in accordance with the Georgia Surveying and Mapping Act of 1997 and is bound to be accurate within one foot in 100,000+ feet.

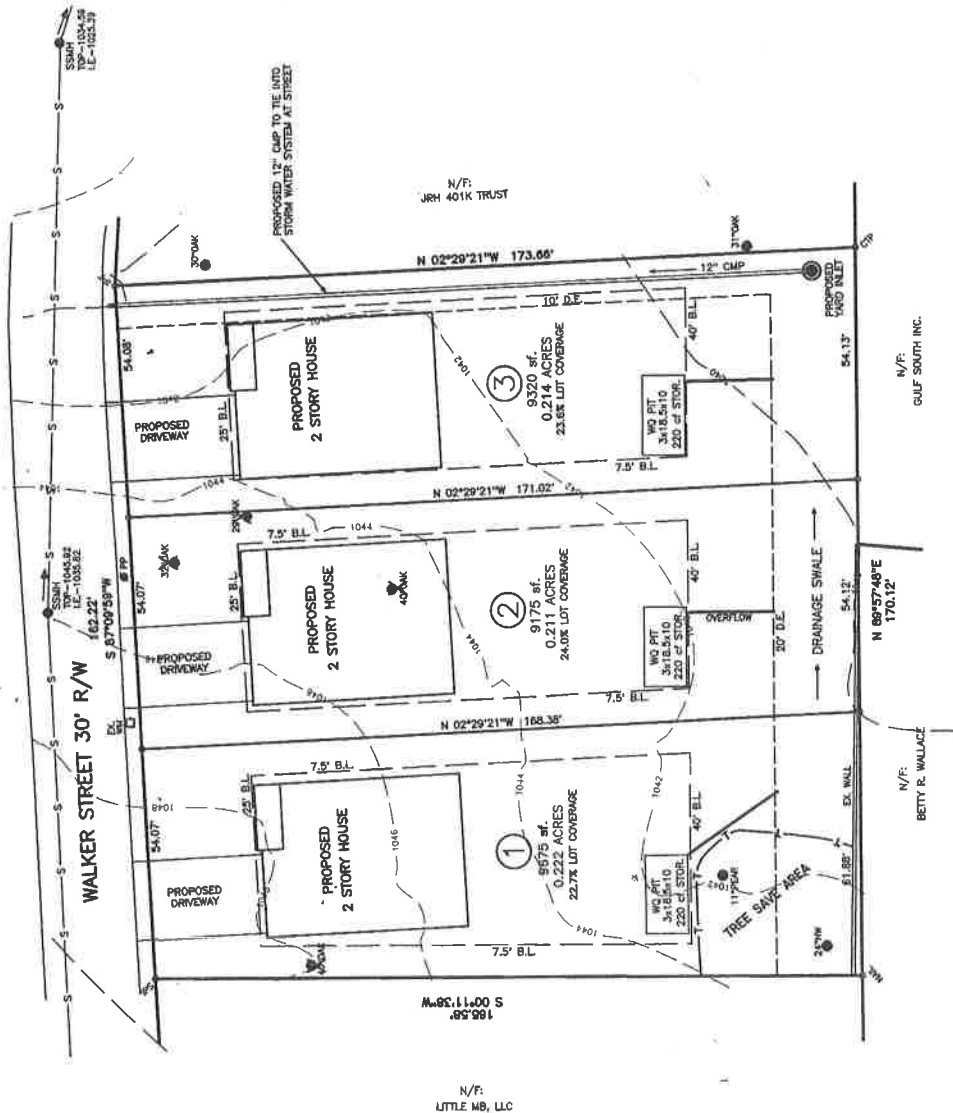
Equipment used: Topcon GTS-213 Total Station.

In my opinion this property is not in a flood hazard area as per FEMA Flood Hazard Map of Cobb County, Georgia.

Community Panel Number 13067C 0019 H,
Effective Date 03/04/15
Revision Date

LEGEND

RF = 1/2" REBAR ROUND
 L.S. = LAND SURVEY PIN SET
 L.L. = LAND LOT LINE
 P.L. = PROPERTY LINE
 B.L. = BUILDING LINE
 R/W = RIGHT-OF-WAY
 D.E. = DRAINAGE EASEMENT
 M.H. = MANHOLE
 C.B. = CATCH BASIN
 H.W. = HEADWALL
 D.I. = DROP INLET POLE
 F.H. = FIRE HYDRANT
 L.E. = INVERT ELEVATION
 F.F.B. = FINISHED FLOOR BASEMENT
 F.F.G. = FINISHED FLOOR GARAGE
 B.P.C. = BACK OF CURB
 N/F = NOT OF FORMERLY
 P.O.B. = POINT OF BEGINNING
 F.F. = FENCE LINE
 F.H.Z. = FLOOD HAZARD ZONE LINE
 S.S. = STORM SEWER LINE/PIPE
 C. = CURB LINE
 C.M. = CONCRETE MONUMENT
 C.C. = CONCRETE CURB
 C.G. = CURB AND GUTTER
 L.S. = LIGHT STANDARD
 C.P. = CORNER POINT
 C.P. = CORNER POINT FOUND



ALPHA LAND SERVICES
 1000 EDHO VALLEY COURT
 DUBLIN, GA 30128
 OFF: 770.686.4054 FAX: 770.686.4054
 TRENKON

1498 WALKER STREET
 TAX PARCEL #17056000580

THIS SURVEY WAS PREPARED IN CONFORMANCE WITH THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE GEORGIA PLAT ACT O.C.G.A. 15-6-97.



LEGAL DESCRIPTION

ALL THAT TRACT or parcel of land lying and being in Land Lot 560 of the 17th Land District, 2nd Section, Cobb County, Georgia and being more particularly described as follows:

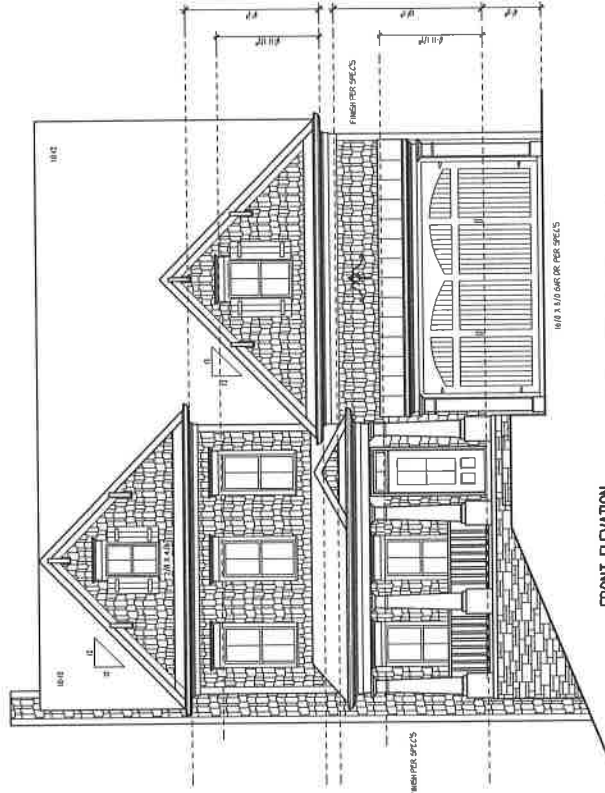
BEGINNING at a point on the southerly side of Walker Street a distance of 112 feet east of the intersection of the easterly right of way of Walker Court with the southerly right of way of Walker Street; thence leaving said right of way running South 00 degrees 11 minutes 38 seconds West a distance of 165.58 feet to a nail found; thence running North 89 degrees 57 minutes 48 seconds West a distance of 170.12 feet to a crimp top pipe; thence running North 02 degrees 29 minutes 21 seconds West a distance of 173.66 feet to a ½" rebar found on the southerly right of way of Walker Street; thence running along said right of way South 87 degrees 09 minutes 59 seconds West a distance of 162.22 feet to a point, said point being the point of BEGINNING.

SAID PARCEL CONTAINS 0.647 ACRES MORE OR LESS

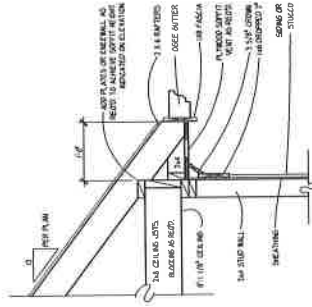
THIS IS AN EXCLUSIVE HOME DESIGN FOR:
GEORGIAN FINE PROPERTIES LLC
 This drawing is the property of Georgian Fine Properties LLC
 and may not be used or reproduced without written permission.



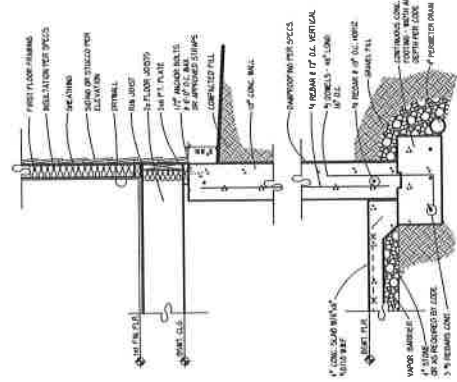
BRACKET DETAIL
 SCALE 1/4" = 1'-0"



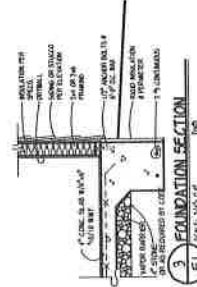
FRONT ELEVATION
 SCALE 1/4" = 1'-0"



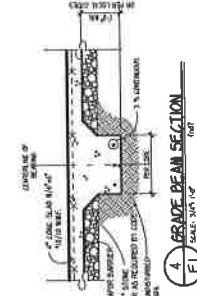
1 CORNICE SECTION
 SCALE 1/4" = 1'-0"



2 FOUNDATION SECTION
 SCALE 1/4" = 1'-0"



3 GRADE BEAM SECTION
 SCALE 1/4" = 1'-0"



4 FOUNDATION SECTION
 SCALE 1/4" = 1'-0"

GEORGIAN FINE PROPERTIES

ADRIAN SCOTT CUTCHEAW
 architectural designers & planners

1535 PINEBROOK DRIVE
 GAINESVILLE, GEORGIA
 30606, 770-525-0571

REV. NO.	REV. DATE
10/2/18	

COLONIAL DRIVE
 FRONT ELEVATION

THIS PLAN IS THE PROPERTY OF ADRIAN SCOTT CUTCHEAW ARCHITECTURAL DESIGNERS & PLANNERS. IT IS TO BE USED ONLY FOR THE PROJECT SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF THE FIRM.

0071	SHEET NO.
ASC	E1



THIS IS AN EXCLUSIVE HOME DESIGN FOR:
GEORGIAN FINE PROPERTIES LLC
 This drawing is the property of Georgian Fine Properties LLC
 and may not be used or reproduced without written permission.

GEORGIAN FINE PROPERTIES

**ADRIAN
SCOTT
CUTCHAW**
architectural
designers &
planners

1255 RIVERSIDE DRIVE
 SUITE 100
 ATLANTA, GEORGIA 30309
 404.525.1207

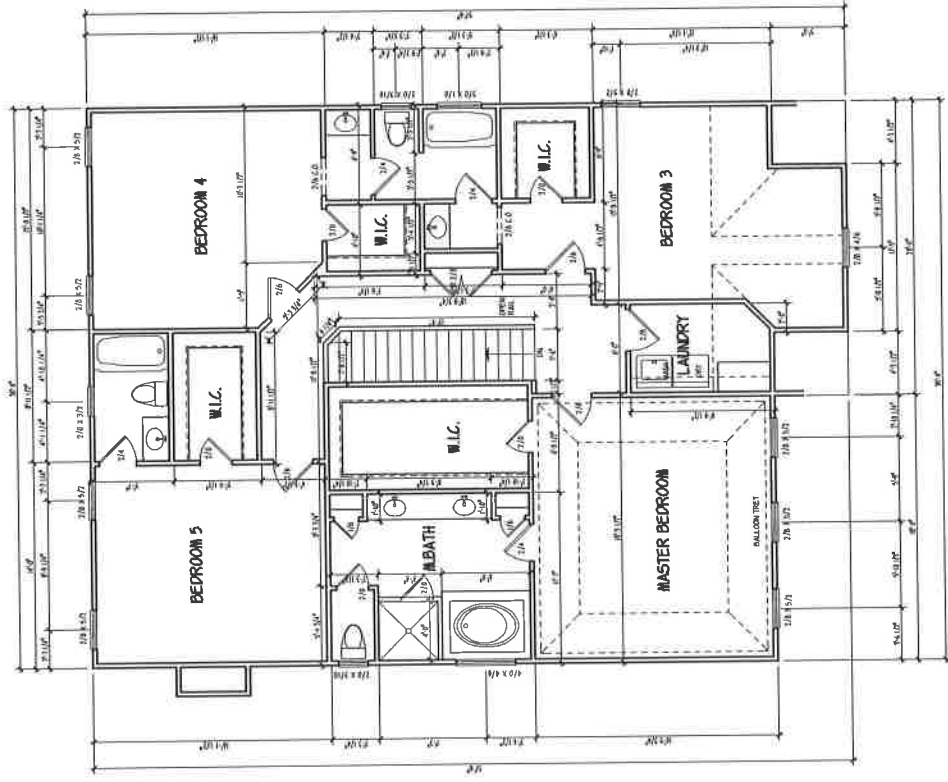
REV. NO.	REV. DATE
3/2/19	

COLONIAL DRIVE
 UPPER LEVEL PLAN

THIS PLAN IS THE PROPERTY OF
 ADRIAN SCOTT CUTCHAW ARCHITECTS
 AND IS TO BE USED ONLY FOR THE
 PROJECT AND SITE SPECIFICALLY
 IDENTIFIED ON THE EXCHANGES
 OF THE EXCHANGES.

ADRIAN SCOTT CUTCHAW ARCHITECTS
 ARCHITECTS, ENGINEERS, INTERIORS
 DESIGNERS, LANDSCAPE ARCHITECTS
 1255 RIVERSIDE DRIVE, SUITE 100
 ATLANTA, GEORGIA 30309
 404.525.1207

00711	DRAWN	SHEET NO.
ASC		A2



UPPER LEVEL PLAN
 SCALE: 1/8" = 1'-0"

Jackson & Hardwick

wait

THIS IS A SECURITY DEED IS A REPLACEMENT OF THE ORIGINAL WHICH WAS SENT TO COBB COUNTY CLERK FOR RECORDING. THE INTANGIBLE TAX OF \$120.00 WAS PAID ON THAT SECURITY DEED. THE ORIGINAL SECURITY DEED HAS BEEN MISPLACED. INTANGIBLE TAX WAS PAID WITH CHECK #15696.

This is duplicate intangible tax stamp.

Orig: Nat Stamp Applied 2-8-99

GEORGIA INTANGIBLE TAX PAID
\$123.00 FOR CANCELLATION
DE Book 13540 Page 6261 LP

Head Book 12618 Pg 249
Filed and Recorded Jun-21-1999 04:12pm
1999-0103093
Georgia Intangible Tax Paid \$0.00

J.C. Stephenson

Jay C. Stephenson
Clerk of Superior Court Cobb Cty. Ga.

Cobb County

(Space Above This Line For Recording Date)

SECURITY DEED

THIS SECURITY DEED ("Security Instrument") is given on AUGUST 26TH, 1998

The grantor is
KILLIE C. MOORE AND EULA H. MOORE

("Borrower"). This Security Instrument is given to

STANDARD MORTGAGE CORPORATION OF GEORGIA,
which is organized and existing under the laws of GEORGIA,
5775 PEACHTREE DUNWOODY RD, # D-100, ATLANTA, GA 30342

, and whose address is

("Lender"). Borrower owes Lender the principal sum of

FORTY THOUSAND AND NO/100
Dollars (U.S. \$ 40,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on SEPTEMBER 1ST, 2013. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) 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 Lender and Lender's successors and assigns, with power of sale, the following described property located in COBB County, Georgia:

REFER TO EXHIBIT "A" ATTACHED AND MADE A PART OF HEREOF BY REFERENCE.

which has the address of 1498 WALKER STREET
[Street]
Georgia 30080 ("Property Address");
[Zip Code]

SHYRNA
[City]

GEORGIA -- Single Family -- Family Member's Inform Instrument
Form 1000, 1-99
JUNE 12, 1998

Form 3011 979 (page 1 of 6 pages)
Good Lender Practices Form, Inc.
30200 To Order Call 1-800-328-0800 FAX 404-791-1134

TO HAVE AND TO HOLD this property unto Lender and Lender's successors and assigns, 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 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 inserted variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

11. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may 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, instrumentally, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may 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. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may 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, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case, Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 2.1, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rent, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

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; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; 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 may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. **Hazard or 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 floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. 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 application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

7. **Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

8. **Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, 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 approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

10. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with

00000-01-00000

Great Lakes Bioenergy Power, Inc.

To Order Call 1-800-326-1131 ☐ FAX 016-791-1131

applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) 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; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the 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 paragraph 17.

19. **Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may 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 in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. **Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. 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.

Borrower shall promptly give Lender written notice of 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. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remedial action of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances 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. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. 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 paragraph 17 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 paragraph 21, 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 to Borrower in the manner provided in paragraph 14 and shall give 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 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 law.

If the Property is sold pursuant to this paragraph 21, 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.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall cancel this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

23. **Waivers.** Borrower waives all rights of homestead exemption in the Property.

EXHIBIT "A"

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 560 OF THE 17TH DISTRICT, 2ND SECTION, COBB COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN ON THE SOUTHERLY SIDE OF WALKER STREET A DISTANCE OF 112 FEET EASTERLY AS MEASURED ALONG THE SOUTHERLY SIDE OF WALKER STREET FROM THE CORNER FORMED BY THE INTERSECTION OF THE SOUTHERLY SIDE OF WALKER STREET AND THE EASTERLY SIDE OF WALKER COURT; RUNNING THENCE SOUTH 1 DEGREE WEST A DISTANCE OF 170.3 FEET TO AN IRON PIN; RUNNING THENCE NORTHEASTERLY A DISTANCE OF 170.4 FEET TO AN IRON PIN; THENCE NORTHERLY A DISTANCE OF 176 FEET TO AN IRON PIN LOCATED ON THE SOUTHERLY DIDE OF WALKER STREET; THENCE SOUTH 87 DEGREES 58 MINUTES WEST ALONG THE SOUTHERLY SIDE OF WALKER STREET A DISTANCE OF 162 FEET TO AN IRON PIN AND THE POINT OF BEGINNING.