

BK PG  
1681 092

In case said indebtedness is not paid at maturity, and Grantee places same in the hands of an attorney at law for collection fifteen (15%) percent of same shall be added as Attorney's fees. All improvements on said property shall be covered to the extent of their fair value by fire insurance policies carrying appropriate loss riders in favor of Grantee. All attorney's fees which may accrue on said indebtedness, together with taxes and insurance premiums which Grantee may be compelled to pay to protect said property, with lawful interest from the date of such payments, shall be added to said indebtedness and secured hereby.

In case of default in the payment of the indebtedness secured hereby, Grantee, his heirs, successors or assigns, may enter upon and take possession of the said premises and sell the same at public outcry, after first advertising the time, place and terms of said sale in some newspaper published in the county in which the land lies, once a week for four weeks immediately preceding said sale, at the usual place for conducting legal sales at the courthouse in said county. All or other notice of said sale is hereby waived by Grantor. Said sale shall divest all of Grantor's right, title, interest or equity in said premises and shall vest same in fee simple in the purchaser or purchasers at said sale. The power of sale is cumulative to other remedies, but nevertheless all process of foreclosure other than the above is hereby waived. Proceeds of said sale shall be applied first to the expenses of conducting same, next to the payment of the indebtedness secured hereby with interest, the remainder, if any, to be paid to the Grantor. Grantee, his heirs, successors, or assigns may bid at such sale and become the purchasers of said property. For the purpose of carrying out and effectuating the power of sale, Grantee, his heirs, successors or assigns are hereby constituted and appointed the true and lawful Attorney-in-Fact for Grantor, to sell said property and convey the same to the purchaser or purchasers at said sale in as full and ample manner as Grantor could do in person. This power is hereby coupled with an interest and irrevocable even by death.

All homestead and exemption rights under the law of the land are expressly waived against said indebtedness and the property hereby conveyed.

IN WITNESS WHEREOF this deed has been duly executed by or on behalf of Grantor under hand and seal and is made a sealed instrument.

This 30 day of November 1993.

Signed, sealed and delivered in the presence of:

*[Signature]*  
Unofficial Witness

*[Signature]* (L.S.)  
CHRISTOPHER J. WESTMORELAND



*Rec. 12-17-93*  
ANNE M. BENNETT  
CLERK, SUPERIOR COURT OF CHEROKEE COUNTY

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1681 093

11.00

STATE OF GEORGIA  
COUNTY OF CHEROKEE

GRANT OF EASEMENT

THIS INDENTURE, made and executed this 15 day of December, 1993. #15L10

WITNESSETH

That the undersigned, W.T. MOBLEY, hereinafter called Grantor is the owner of the Fee Simple Title to land lying in Land Lots 1224 and 1225 of the 15th District, 2nd Section, Cherokee County, Georgia, described in Warranty Deed dated May 19, 1983, recorded in Deed Book 351, Page 604, in the Office of the Clerk of the Superior Court of Cherokee County, Georgia.

WHEREAS, ATLANTA GAS LIGHT COMPANY hereinafter called Grantee, desires to lay a gas main or mains, regulators and appurtenances in and through said property, which said gas main or mains, regulators and appurtenances are to be used for the purpose of distributing natural and/or manufactured gas; and

WHEREAS, Grantor is willing for said gas main or mains, regulators and appurtenances to be so laid.

NOW, THEREFORE, in consideration of the sum of One (\$1.00) Dollar cash in hand paid by Grantee to Grantor,

*1/3 of 11.00*  
*date: atlanta gas light co.*  
*pick-up*

Georgia, Cherokee County  
Filed in attorney's office this 15 day of Dec 19 93  
and recorded in Book 351, Page 604  
this 15 day of Dec 19 93  
*[Signature]*  
Clerk Superior Court

1681-23 (316)

adequacy of which is hereby acknowledged, said Grantor does hereby grant, bargain, sell and convey unto Grantee, its successors and assigns, the following rights and privileges:

1. The right to construct, maintain, operate, repair, replace, patrol, and remove said gas main or mains, regulators and appurtenances thereto, including gas main markers, within a strip of land five (5') feet in width, being 2.5' feet either side of the gas main as laid in and through the above described property of grantor, beginning at a point on the southerly property line of grantor approximately 12' feet east of Balls Ferry Road R/W and extending in a northerly direction parallel and along Balls Ferry Road a distance of 140', more or less, thence turning 90 degrees in a westerly direction and extending 12' more or less, to the easterly R/W of Balls Ferry Road and being fully contained within a Cherokee County Water Authority Easement recorded in Deed Book 1366, Page 55, Cherokee County Records, together with the free right of ingress and egress to and from said gas main or mains, regulators and appurtenances.

2. In exercising the rights and privileges granted in Paragraph 1 hereof, Grantee shall have and is hereby granted the further right to use a strip of land immediately adjoining and adjacent to said right-of-way as a temporary construction area.

3. Grantee, its successors and assigns, shall have and is hereby granted the right to lay additional main

or mains, regulators and appurtenances thereto whenever and as often as it shall elect in and along the granted right-of-way.

4. Grantee shall restore all right-of-way and construction areas to their original condition and contour.

5. Grantee shall have the right to clear and keep clear all trees, undergrowth and other obstructions from the right-of-way granted. Grantor agrees not to build, construct or create, any buildings or other structures or do any filling or grading on the herein granted right-of-way that will interfere with the exercise by Grantee of the rights and privileges herein granted; less and except for ornamental, shallow-root type shrubbery for the purpose of landscape beautification.

6. Grantor shall have the full use and enjoyment of the above described premises, subject to the rights and privileges of Grantee as herein granted.

7. The terms and conditions hereof shall be binding upon, and inure to the benefit of the successors and assigns of the respective parties hereto and the rights and easements herein granted may be leased or assigned, together or separately, in whole or in part.

TO HAVE AND TO HOLD said right-of-way and easement perpetually unto Grantee, its successors and assigns until said gas main or mains, regulators and appurtenances thereto are constructed thereon and so long thereafter as said gas main or mains, regulators and appurtenances are maintained and operated thereon for the purpose herein stated, and upon

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abandonment by Grantee for a period of two (2) years the same shall ipso facto revert to the undersigned grantor his, her, their successors, heirs or assigns. Grantor hereby binds his, her, their successors, heirs, executors, administrators or assigns, to warrant and forever defend said described premises unto the Grantee, its successors and assigns.

IN WITNESS WHEREOF, the Grantor has hereunto set his, her, their hand and seal the day and year first above written.



*Fee 18-7-93*

ANNE M. RENUAU  
CLERK, SUPERIOR COURT OF CHEROKEE COUNTY

STATE OF GEORGIA  
COUNTY OF Cherokee  
EASEMENT  
1/2 A.C.S.D.  
1993

knowing of Atlanta Gas Light Company, hereinafter called Company, (Grantor) the sum of One (\$1,000) Dollar, in consideration of which the undersigned, LULA E. KELLY, AKA, 55455133 (Grantor) does hereby grant and convey to said Company, its successors and assigns, the right, privilege and easement to and lying in and on, 1388, of the 21st District, Cherokee County, Georgia, described in Warranty Deed(s) dated 1/23/73, recorded in Deed Book(s) 2538, Page(s) 2592, in the Office of the Clerk of the Superior Court of Cherokee County, Georgia, said tract being bounded as follows:

on the North by lands of MARILYN T. HATCH  
on the South by lands of BILLS KELLY ESTATE, SUCCESSORS OF GAO  
on the East by lands of BILLS KELLY ROAD  
on the West by lands of BILLS KELLY ROAD

with the right to construct, maintain, operate, repair, replace, remove and remove gas main or mains, regulators and appurtenances thereon, within a strip of land 20' (feet) wide in and through the above described property to the Grantor, together with the free right of ingress and egress to and from said main or mains, regulators and appurtenances, said easement shall be held in fee simple by said Company, its successors and assigns, and shall have the right to do and use the same, and to do and use the same, for the purposes and purposes hereinbefore expressed, and the Company, its successors and assigns shall have the right to do and use the same, and to do and use the same, for the purposes and purposes hereinbefore expressed, and the Company, its successors and assigns shall have the right to do and use the same, and to do and use the same, for the purposes and purposes hereinbefore expressed.

IN WITNESS WHEREOF, the undersigned has hereunto set his, her, their, hand and seal this 2<sup>nd</sup> day of February, 1993.

Signed, sealed and delivered in the presence of  
WILLIAMS (SEAU)  
WILLIAMS (SEAU)

ANNE M. RENUAU  
CLERK, SUPERIOR COURT OF CHEROKEE COUNTY

*Fee 18-7-93*