



NOTICE REGARDING COVENANTS AND/OR RESTRICTIONS

The following Covenants and/or Restrictions are added as a courtesy only and are NOT WARRANTED by the property owner, their broker or agent as to completeness, accuracy, currency, or enforceability. Any interested buyer prospect is urged as part of their due diligence to contact the relevant Community Association or developer to determine for themselves what covenants and/or restrictions currently apply, how long they may remain in force, and if any changes or amendments may be currently under consideration. Additionally, or alternatively, one may wish to consider hiring an attorney to conduct this search for them and provide advice as needed.

- LEGEND**
- BL BUILDING LINE
 - BW BARBED WIRE FENCE
 - CATV CABLE TV
 - CM CORRUGATED METAL PIPE
 - C CENTER LINE
 - CLP CHAIN LINK FENCE
 - CPP CORRUGATED PLASTIC PIPE
 - CC CONCRETE
 - CPT CRIMP TOP PIPE
 - DEB DEED BOOK PAGE
 - GS GAS TANK
 - GW GUY WIRE
 - HWS HOUS WIRE FENCE
 - IFP IRON PIN FOUND
 - IFR IRON PIN SET 1/2" RB
 - ITF IRON PIPE
 - LP LAND LOT
 - LL LAND LOT CORNER
 - LLN LAND LOT LINE
 - NF NOW OR FORMERLY
 - OTP OPEN TOP PIPE
 - PRK POWER TRANSFORMER BOX
 - PH OVER HEAD POWER
 - PL PROPERTY LINE
 - PP POWER POLE
 - PT POWER & TELEPHONE POLE
 - RESR REBAR
 - RFK ROCK CORNER FOUND
 - RFP REINFORCED CONCRETE PIPE
 - RHW RIGHT-OF-WAY
 - SF SQUARE FEET
 - SP SERVICE POLE
 - ST SEPTIC TANK
 - TP TELEPHONE PEDestal
 - TV COVER HEAD TELEPHONE
 - TP TELEPHONE POLE
 - WL WATER LINE
 - WOP WOOD FENCE
 - WF WATER FAUCET
 - WM WATER METER
 - WV WATER VALVE
 - WUT UNDERGROUND TELEPHONE
 - WUP UNDERGROUND POWER

REFERENCES:
 U SURVEY FOR HOLLIS FOUNTAIN
 PREPARED BY LANE B. BISHOP
 DATED, AUGUST 1986

NOTES:

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSEST PRECISION OF ONE FOOT IN 302.24 FEET, AND AN ANGLE ERROR OF .041 SECONDS PER ANGLE AND IS LISTED USING A LEAST SQUARE ADJUSTMENT. EQUIPMENT USED WAS A TOPCON 225 TOTAL STATION.

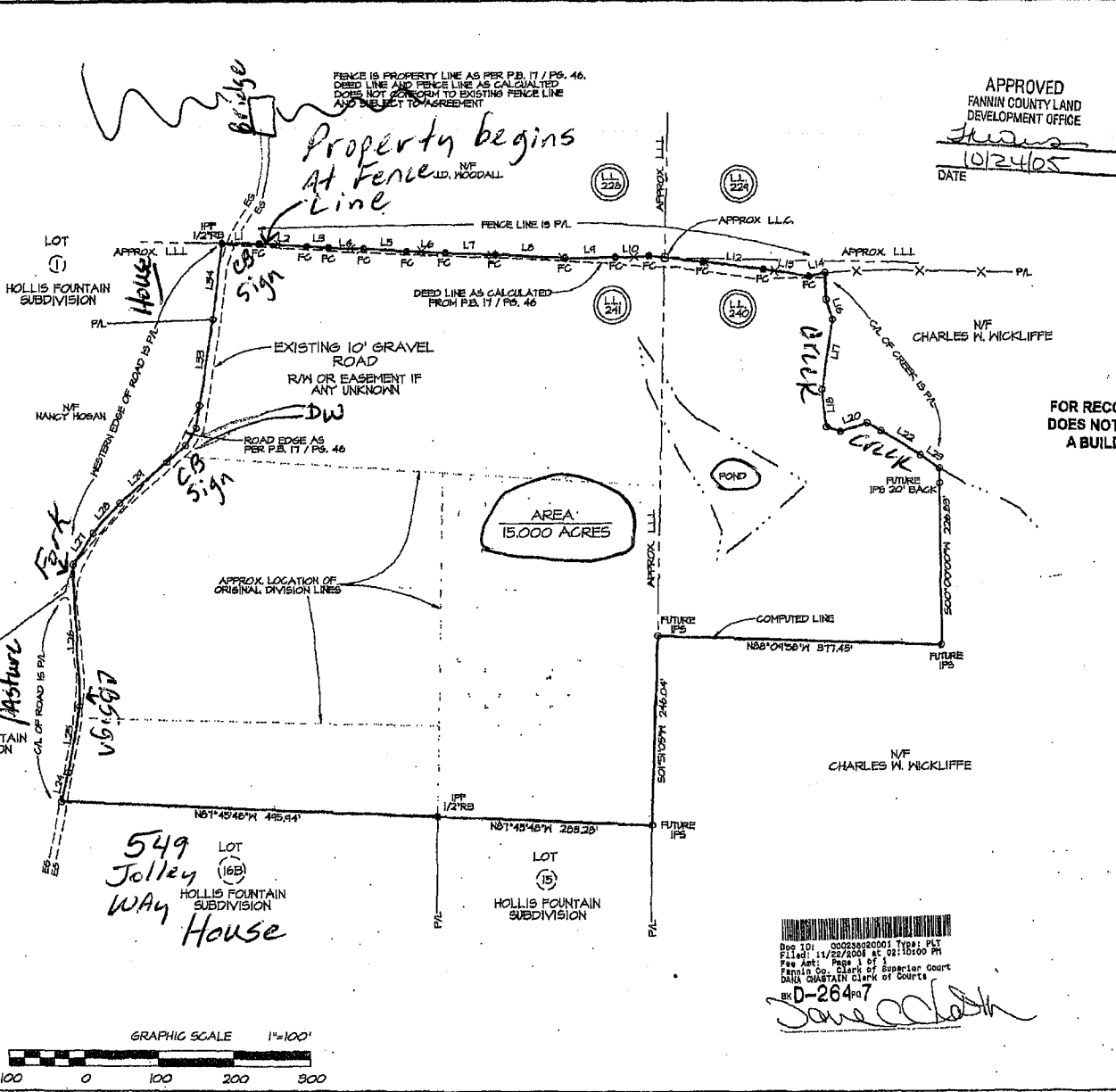
THIS PLAT HAS BEEN CALCULATED FOR A CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 402.88 FEET.

THIS PLAT WAS PREPARED WITH OUT THE BENEFIT OF A TITLE REPORT.

THIS PLAT IS FOR THE EXCLUSIVE USE OF THE PARTY OR PARTIES SHOWN HEREON, AND IS NOT INTENDED FOR ANY OTHER THIRD PARTY.

THIS SURVEY IS SUBJECT TO ALL RIGHTS-OF-WAY, SETBACKS, BUFFERS, AND EASEMENTS SHOWN OR NOT SHOWN.

THE PROPERTY SHOWN HEREON DOES NOT LIE WITHIN A FLOOD HAZARD ZONE AS PER FANNIN COUNTY FIRM PANEL 50, MAP 191100050 C, DATED JULY, 19, 2000.



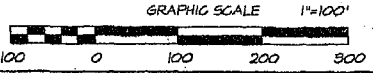
APPROVED
 FANNIN COUNTY LAND
 DEVELOPMENT OFFICE
 [Signature]
 DATE 10/24/05

FOR RECORDING ONLY
 DOES NOT GUARANTEE
 A BUILDABLE LOT

BOUNDARY LINE CHART

LINE	BEARINGS	DISTANCE
L1	S04°34'53"E	44.21'
L2	S06°52'40"E	22.30'
L3	S03°30'23"E	26.96'
L4	S08°21'16"E	45.04'
L5	S06°20'38"E	33.72'
L6	S07°24'22"E	51.78'
L7	S08°11'04"E	66.87'
L8	S00°56'15"E	92.11'
L9	N04°11'54"E	65.84'
L10	N07°55'08"E	43.16'
L11	S04°06'55"E	71.44'
L12	S03°04'12"E	81.46'
L13	S01°35'22"E	82.03'
L14	N77°46'21"E	21.54'
L15	S01°11'14"E	84.41'
L16	S10°11'53"E	26.76'
L17	S08°26'48"E	42.18'
L18	S08°49'30"E	44.14'
L19	S10°57'58"E	18.17'
L20	N72°46'55"E	81.94'
L21	S00°10'21"E	20.72'
L22	S08°10'44"E	61.42'
L23	S05°28'53"E	31.66'
L24	N18°00'51"E	81.20'
L25	N04°44'48"E	67.55'
L26	N02°38'07"E	102.40'
L27	N03°42'24"E	48.03'
L28	N42°51'25"E	82.28'
L29	N45°10'22"E	84.72'
L30	N47°51'41"E	92.74'
L31	N52°01'18"E	21.92'
L32	N04°11'24"E	28.47'
L33	N04°00'51"E	86.30'
L34	N07°13'51"E	45.10'

Doc ID: 00225502001 Title: PLT
 Filed: 11/22/2004 at: 02:18:00 PM
 Fee Amt: Page 1 of 5
 Fannin Co. Clerk of Superior Court
 DANA CRISTAIN, Clerk of Courts
 BK-D-264pg7
 [Signature]



10/24/05
 TOTAL AREA = 15,000 ACRES

Landtech SERVICES, INC.
 672-C Bell Creek Road
 P.O. Box 669
 Hiwassee, Georgia 30546
 706-896-2000

SURVEY FOR
STEVEN RICH
 LOCATED IN
 LAND LOTS 240 & 241, 9th DISTRICT, 2nd SECTION
 FANNIN COUNTY, GEORGIA

FIELD DATE	10/15/05	PLAT DATE	10/21/05
SCALE	1" = 100'		
JOB #	25355-05A		
FILE #	25355.PRO		
SHEET #	1	OF	1
DRAWN BY:	JDD	CHECKED BY:	JLA



STATE OF GEORGIA

COUNTY OF FANNIN

1350

RESTRICTIVE COVENANTS

RE: Cohutta Retreat Subdivision located in Land Lot Nos. 240 and 241 of the 9th District and 2nd Section of Fannin County, Georgia and being all that property as shown on that certain plat recorded in Plat Book 17, Page 46, Fannin County Records which plat is incorporated herein by reference.

Deed Reference: Deed Book 81, Page 129, Deed Book 85, Page 498, and Deed Book 145, Page 622, Fannin County Records.

The following Restrictive Covenants shall apply to all property conveyed to L. G. Jolley by the aforementioned deeds; said property subsequently being developed into the Cohutta Retreat Subdivision, to-wit:

- 1) Mobile homes and/or manufactured housing may not be placed on subject property.
- 2) No out buildings or sheds shall be located in any front yards.
- 3) All machinery, unoperable automobiles or automobiles in storage shall be located in rear yards or in an area whereby it will not give an unsightly appearance from the front road.
- 4) The use of this property for the raising of swine and fowl for commercial use is prohibited.

This 3rd day of May, 1989.

Sworn to and subscribed before me this 3rd day of May, 1989.

Wilma Howsley
Witness:

L. G. Jolley
L. G. Jolley

Judy Quinton
Notary Public:

Notary Public, Fannin County, Georgia
My Commission Expires Feb. 12, 1992



GEORGIA, FANNIN COUNTY
CLERK'S OFFICE SUPERIOR COURT

Filed for Record at 3:10 O'Clock PM on

This 3 day of May 1989

Recorded in Book 146 Folio 639

This 3 day of May 1989

James J. Christman
CLERK

Prepared By and After Recording Return To:
McCalla Raymer Pierce, LLC
Foreclosure Team 13
1544 Old Alabama Road, Roswell, Georgia 30076
File Number: 5177716

WARRANTY DEED IN LIEU OF FORECLOSURE

THIS INDENTURE, Made the 24th day of June, in the year of two thousand sixteen, between

The Bigger Tigger Company, LLC

of the County of Seminole, and State of Florida, as party or parties of the first part, hereinafter called Grantor, and

Cadence Bank, N.A.

as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH: That Grantor for and in consideration of the sum of TEN DOLLARS AND NO/100 DOLLARS (\$10.00) AND OTHER GOOD AND VALUABLE CONSIDERATION, in hand paid at and before the sealing and delivery of these presents, the receipts whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee,

SEE EXHIBIT "A" ATTACHED HERETO

The Deed is an absolute conveyance, the Grantor having sold said land to the Grantee for fair and adequate consideration secured by the Security Deed executed October 28, 2014 by **The Bigger Tigger Company, LLC** as Grantor, to **Cadence Bank, N.A.**, as Lender, recorded December 8, 2014 in Deed Book 1111, Page 770, Fannin County, Georgia Records, Fannin County, Georgia Records aforesaid records, conveying the after-described property to secure a Note in the original principal amount of ONE HUNDRED EIGHTY-ONE THOUSAND ONE HUNDRED EIGHTY-SEVEN AND 61/100 DOLLARS (\$181,187.61);

It is the intent and express desire of the parties hereto that all of the loan documents pertaining to the indebtedness secured by the Security Deed shall remain in full force and effect after the execution and delivery of this Warranty Deed in Lieu of Foreclosure, and that there shall be no merger of the fee interest obtained by Grantee hereby with or unto Grantee's prior security interest on the property under the Security Deed. This Warranty Deed in Lieu of Foreclosure is executed and delivered by Grantor and is received by Grantee as an absolute conveyance of Grantor's equity of redemption and is not intended to be further security for the aforementioned indebtedness or any other indebtedness of Grantor to Grantee. Grantor hereby declares that this conveyance is freely and fairly made.

This Deed is issued in lieu of foreclosure of a Security Deed that has been in existence and of record since December 8, 2014.


THIS CONVEYANCE is made subject to all zoning ordinances, easements and restrictions of record affecting said described property.

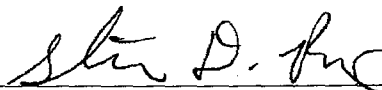
TO HAVE AND TO HOLD the said described property, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behalf of the said Grantee forever in FEE SIMPLE.


AND THE SAID Grantor will warrant and forever defend the right and title to the said described property unto the said Grantee against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year above written.

Signed, sealed and delivered in the presence of:

 (Seal)
Unofficial Witness


Steven D. Rich, individually and
as Managing Member of The
Bigger Tigger Company, LLC


Notary Public
My Commission Expires: 3/4/17

(NOTARY STAMP/SEAL)

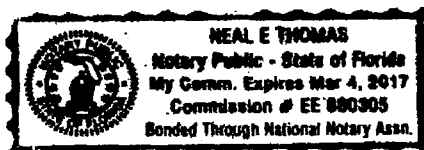


EXHIBIT "A"

All that tract or parcel of land lying in the 9th District, 2nd Section, Land Lots 240 and 241 of Fannin County, Georgia, containing 15.000 acres, more or less, as shown on a plat of survey by Landtech services, Inc., James L. Alexander, G.R. L. S. No. 2653, dated October 21, 2005, and recorded in Fannin County Records in Plat Hanger D-264, Page 7. Said plat is incorporated herein, by reference hereto, for a full and complete description of the above described property.

Grantor herein grants to the grantee his heirs and assigns, reserves for himself, his heirs and assigns, an easement for ingress and egress over and across the existing road system servicing the above-described property and leading to the other lands of the grantor. Said easement shall not be a mere license but a right running with the land and shall inure to the benefit and burden of the grantor, grantees, their heirs and/or assigns.

Being and intended to be a portion of the same property conveyed by Warranty Deed dated September 21, 2005, from Dale L. Stickney in favor of Daniel E. Smith and recorded in Fannin County records in Deed Book 671, Pages 100-102.

Subject to Restrictive Covenants recorded in Fannin County Records I Deed Book 146, Page ~~195~~ 639

Subject to Electric line right-of-way easement to Tri-State Electric Memb. Corp. recorded in Fannin County records in Deed Book 151, Page 285 and Deed Book 76, Page 195.

Subject to restrictions, reservations, easements, covenants, oil, gas or mineral rights of record, if any.

Less and except any claim or interest to that certain tract of land described by Decree of Court recorded in Book 1134 Page 562 Fannin County, Georgia Records.

Prepared by and after recording return to:
McCalla Raymer Pierce, LLC
Foreclosure Team 13
1544 Old Alabama Road, Roswell, Georgia 30076
File Number: 5177716

STATE OF Florida
COUNTY OF Seminole

OWNER'S AFFIDAVIT

Personally came before me, the undersigned attesting officer, The Bigger Tigger Company, LLC who on oath, deposes and states that he/she/they is the owner(s) of that certain real property, being more particularly described as follows:

SEE EXHIBIT "A" ATTACHED HERETO

Deponent(s) further state(s) that the above-described property is the same as that securing a debt evidenced by a Note and Security Deed given by The Bigger Tigger Company, LLC to Cadence Bank, N.A., dated October 28, 2014, recorded in Deed Book 1111, Page 770, Fannin County, Georgia Records, Fannin County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of ONE HUNDRED EIGHTY-ONE THOUSAND ONE HUNDRED EIGHTY-SEVEN AND 61/100 DOLLARS (\$181,187.61);

Deponent(s) further state(s) that all improvements on said property are contained within the boundaries of said described property; that there have been no violations of any restrictions which may have been imposed on said property; nor has/have Deponent(s) sold or conveyed any of his/her/their interest in said property to any other person or persons, nor have any detrimental changes been made or any waste then committed as regards to said property.

Deponent(s) further state(s) that there are no suits, judgments, bankruptcies or other proceedings filed by Deponent(s) in any court, which said actions could in any way affect the title to said property or constitute a lien thereon; and that Deponent(s) is/are not surety on the bond of any county official or any other bond that, through default of the principal therein, a lien would be created superior to any conveyance executed by Deponent(s); nor are there any loan deeds, trust deeds, mortgages, or liens of any nature whatsoever which remain unsatisfied against said property, except as disclosed herein.

Deponent(s) further state(s) that there are no unpaid monthly assessments, condominium fees or homeowners association fees or dues of any kind which remain unpaid.

Deponent(s) further state(s) that there are no unpaid bills of any nature for the services of any architect, engineer, surveyor, or workman; nor for labor or materials for any recent improvements that may have been placed on said property, either in the construction or repair of any of the improvements thereon,

except as disclosed herein, and that there are no fixtures now installed in any buildings or improvements on said property that have not been paid for in full.

Deponent(s) further state(s) that any and all work done or materials furnished for improvement of said property has been paid for at the agreed price or reasonable value.

Deponent(s) further state(s) that there are no liens for past due taxes of any kind including but not limited to assessments for paving, sidewalk, curbing, garbage service, sewer, or any other street improvements of any kind against said property or Deponent(s) except as disclosed herein:

Deponent(s) further state(s) that the following are the only liens against said property to-wit:

None

Deponent(s) further state(s) that any Deed in Lieu of Foreclosure conveying the property described herein is being made by Deponent(s) as a result of Deponent's(s') request that the Grantee accept such deed in extinguishment of the debt and that said conveyance is made by free and voluntary act; that, at the time of the execution of said deed, Deponent(s) believed and still believes that the mortgage indebtedness recited in said Deed in Lieu of Foreclosure represents the fair value of the property so conveyed and that said Deed was not given as a preference against any other creditor of Deponent(s); Deponent(s) further state(s) that, at the time said Deed was given, there was no other person, firm, or corporation, other than the Grantee of said Deed and/or its successors and assigns, with any interest, either directly or indirectly in said property; Deponent(s) further state(s) that Deponent(s) has/have no other creditors whose rights would be prejudiced by said conveyance; that Deponent(s), in offering to execute the aforesaid Deed in Lieu of Foreclosure to the Grantee therein, and, in executing same, is/are not acting under any duress, undue influence, misapprehension, or misrepresentation by the Grantee therein or its agents or attorneys at law, and that it was and is the intention of this/these Deponent(s), as Grantor in said Deed, to convey therein, all of Deponent's(s') right, title, and interest absolutely in and to the property described therein.

Deponent(s) further state(s) his/her/their understanding that they have defaulted under the loan documents, that the lender has complied with all necessary notice requirements and other provisions of the loan documents, that all grace periods have either expired or been waived by Deponent(s) and that the lender has declared all indebtedness under the loan documents to be due and payable and made demand for payment thereof on the Deponent(s). Deponent(s) further acknowledge(s) his/her/their understanding that any rights to funds escrowed for property taxes, hazard insurance, or any other prepaid expenses or refunds are waived.

Deponent(s) further understand(s) that the mere execution of said Deed in Lieu of Foreclosure does not constitute legal delivery and shall be of no binding force or effect whatsoever until such time as said Deed has been filed for record in the Clerk's Office of Superior Court of Fannin County, Georgia, in which county said property is situated, at which time full legal and equitable title shall vest in the Grantee; Deponent(s) further state(s) that it is his/her/their representation, warranty and intention of Deponent(s), that the Grantee shall take unencumbered title, and therefore, the vesting of the title shall not operate to affect such a merger of interest as to extinguish a mortgage lien, as such extinguishment might serve to promote the priority of any subordinate interests, which may be outstanding at the time of such vesting of title.

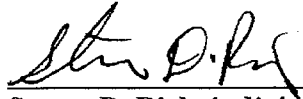
Deponent(s) further state(s) that Deponents understand/understands that if the conveyance of the property from Deponent(s) to lender is voided, avoided, or set aside for any reason whatsoever that the liens evidenced by the loan documents will be automatically revived and reinstated; that the lender will have the right to foreclose said liens and take other action permitted under the loan documents.

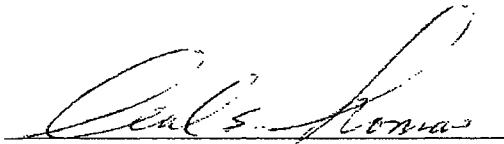
Deponent(s) further state(s) that Deponent(s) understand/understands that the receipt of Grantee of the Deed in Lieu of Foreclosure does not constitute legal delivery and shall be of no binding force and effect whatsoever until such time as Deponent(s) surrender/surrenders full and complete possession of said property being unchanged in any way, as previously stated, provided however, Deponent(s) states his/her/their complete understanding that said Deed in Lieu of Foreclosure shall be of no force and effect whatsoever until possession, as aforesaid, is surrendered absolutely and completely to the Grantee of said Deed in Lieu of Foreclosure, at which time Deponent(s) will have no further interest or claims in and/or to the property. Deponent(s) further acknowledge(s) his/her/their understanding that the Grantee's acceptance of this transaction may result in adverse federal income tax consequences for Deponent(s) and that he/she/they may accordingly consult an accounting professional for advice.

This Affidavit is made for the protection and benefit of the aforesaid Cadence Bank, N.A., its successors and/or assigns, and all other parties hereafter dealing with, or who may acquire, any interest in the property described in aforesaid Deed in Lieu of Foreclosure, as well as for the attorneys at law certifying title to said property and by title insurance companies insuring title to said property, and shall bind the respective heirs, executors, administrators, representatives and/or assigns of the undersigned.

This 24th day of June, 2016.


Unofficial Witness

 (Seal)
Steven D. Rich, individually and
as Managing Member of The
Bigger Tigger Company, LLC


Notary Public
My Commission Expires: 3/4/17

(Notary Stamp)

