



**RECORD AND RETURN TO:**  
Attn: HOME HOP Community Development Specialist  
Fulton County Government  
137 Peachtree Street Suite 300  
Dept. of Community Development  
Atlanta, GA 30303

**STATE OF GEORGIA**

**COUNTY OF FULTON**

**FULTON COUNTY HOME OWNERSHIP PROGRAM  
SECOND MORTGAGE LOAN  
SECURITY DEED**

This Security Deed (hereinafter referred to as the "Deed") made on or as of the 28<sup>th</sup> day of April, 2025, between \_\_\_\_\_, (hereinafter called, and if more than one party, jointly and severally called "Grantor"), residing at \_\_\_\_\_ in the County of Fulton and the State of Georgia, and FULTON COUNTY, a political subdivision in the State of Georgia, (hereinafter called "Grantee"), whose address is 137 Peachtree Street, Suite 300, Atlanta, GA 30303.

**W I T N E S S E T H:**

Grantor, for and in consideration of the loan evidenced by the promissory note hereinafter referred to and for other valuable considerations, has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey unto Grantee the following described property:

ALL those tracts or parcels of land with the buildings and improvements thereon situated, lying and being in Land Lot of the District, Section of Fulton County, Georgia, as more particularly bounded and described in Exhibit "A" attached hereto and made a part hereof by reference.

TOGETHER with all right, title and interest of the Grantor in and to all streets, roads and public places, opened or proposed, in front of and adjoining the said premises, and all easements and rights of way, public or private, now or hereafter used in connection with said premises;

TOGETHER with all buildings, structures and other improvements now or hereafter located on the above described real property, or any part of parcel thereof;

TOGETHER with all and singular the tenements, hereditaments, easements and appurtenances thereunto belonging or in any wise appertaining;

TOGETHER with all machinery, apparatus, equipment, fittings and fixtures now or hereafter erected or placed in or upon said real property or any improvements thereon now or hereafter attached to or used in connection with said real property and all replacements thereof, whether or not the same have or would become part of said real property by attachment thereto;

TOGETHER with all awards heretofore and hereafter made by reason of the taking by eminent domain of the whole or any part of said premises or of any right appurtenant thereto, including any awards or payments for use and occupation and for change of grade of streets, which awards are hereby assigned to the Grantee and the Grantor will execute and deliver to the Grantee on demand such assignments and other instruments as the Grantee

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may require for such purposes and will reimburse the Grantee for its costs (including reasonable attorneys' fees) in the collection of such awards.

TO HAVE AND TO HOLD the said bargained property (all of which is collectively referred to herein as the "Property") unto Grantee forever in FEE SIMPLE subject only to the first lien for loan granted by one hereinafter termed Lender.

This Deed is intended to secure the payment of a debt in the sum of \$Ten Thousand and 00/100 U.S. Dollars (\$10,000.00), as evidenced by one certain promissory note of even date herewith, executed and delivered by Grantor to Grantee (the "Note") which has a final maturity on or before April 28, 2031, and all other sums payable to Grantee under the Note and hereunder together with all renewals, extensions and modifications of the Note or the debt evidenced thereby.

If conditions of the note are met, the principal balance will be reduced by 20% each year after Year 1, beginning the day of closing after the settlement meeting when all documents are signed and all closing fees and escrow payments are paid and properly distributed for the duration of the loan. If there is an occurrence of default, Grantor agrees to repay an amount equal to the net proceeds of the Fulton County HOME loan. Net proceeds means the sales price minus the first loan repayment, standard real estate commissions, if any, real estate taxes and closing costs.

Grantor covenants that Grantor is lawfully seized, of the estate hereby conveyed and has the right to grant, sell, and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Grantor warrants the title to the Property generally and will defend the title against all claims and demands, subject to encumbrances of record.

GRANTOR FURTHER COVENANTS AND AGREES WITH GRANTEE AS FOLLOWS:

1. Payment. Grantor will pay when due; all sums secured hereby.
2. Prior Security Interests; Charges; and liens. Grantor shall perform all of Grantor's obligations under any security deed, mortgage, deed of trust, or other security instrument which conveys an interest in or creates a lien on the Property which has priority over that conveyed by this Deed. Such obligations shall include Grantor's covenants to make payments when due. Grantor shall immediately pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed.
3. Hazard Insurance. Grantor shall keep the buildings and improvements now existing or hereafter erected on the Property and all personal property covered by this Deed insured against loss and damage by fire, by hazards included within the term "extended coverage", and by such other hazards as Grantee may require and in such amounts and for such periods as Grantee may require, but in no event less than the amount of the Note.

The insurance carrier providing the insurance shall be chosen by Grantor subject to approval by Grantee; provided that such approval shall not be unreasonably withheld. Such insurance carrier shall be licensed and authorized to do business in the State of Georgia. All insurance policies and renewals thereof shall be in a form satisfactory to Grantee. Grantee shall have the right to hold the policies and renewals thereof, subject to the terms of any security deed or other instrument which has priority over this Deed.

In the event of loss, Grantor shall give prompt notice to the insurance carrier and to Grantee. Grantee may make proof of loss if not made promptly by Grantor.

If the Property is abandoned by Grantor, or if Grantor fails to respond to Grantee within thirty (30) days from the date notice is mailed by Grantee to Grantor that the insurance carrier offers to settle a claim for insurance benefits, Grantee is authorized to collect and apply the insurance proceeds at Grantee's option either to restoration or repair of the Property or to the sums secured by this Deed.

4. Grantor Not to Permit Destruction or Abandonment. Grantor will not cause or permit any building or improvements upon the property to be removed, demolished, destroyed, damage, impair, allow the unit to deteriorate, commit waste or structurally altered, in whole or in part, or any fixture or article of personal property covered by this Deed to be removed or destroyed, without the prior written consent of Grantee, unless such fixtures and articles of personal property are replaced by fixtures or personal property of like kind and quality. Grantor will not abandon the Property or cause or permit any waste to the buildings, improvements, fixtures or articles of

personal property covered by this Deed and will at all times maintain them in a reasonably good condition, and will comply, and cause all occupants of said Property to comply, with all laws and ordinances relating to the maintenance or use of the Property issued by any governmental department. The borrower shall occupy, establish and use the property as its principal residence

5. Protection of Grantor's Security. Grantor will, before the same become delinquent, pay or cause to be paid all taxes, assessments, water and sewer rents, excises, levies, license fees and other charges which may be assessed or become liens on the Property and the articles of personal property covered by this Deed. Grantor will exhibit to Grantee within ten (10) days after demand receipted bills or satisfactory proofs of such payments. If Grantor fails to make such payments or fails to perform the covenants and agreements contained in this Deed, or if any action or processing is commenced which materially affects Grantee's interest in the Property, then Grantee, at Grantee's option, upon notice to Grantor, may make such appearances, disburse such funds, including reasonable attorney's fees, and take such action as is necessary to protect Grantee's interest.

Any amounts disbursed pursuant to this paragraph 5 shall become additional indebtedness of Grantor secured by this Deed. Unless Grantor and Grantee agree to other terms of payment, such amounts shall be payable upon notice from Grantee to Grantor requesting payment thereof. Nothing contained in this paragraph 5 shall require Grantee to incur any expense or take any action hereunder.

6. Inspection Grantee may make or cause to be made reasonable entries upon and inspections of the Property, provided that Grantee shall give Grantor notice prior to any such inspection specifying reasonable cause therefore related to Grantee's interest in the Property.

7. Recipient Not Released. Modification of amortization of sums secured by this Deed granted by Grantee to any successor in interest of Grantor shall not operate to release, in any manner, the liability of the original Grantor and Grantor's successors in interest. Grantee shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed by reason of any demand made by the original Grantor and Grantor's successors in interest.

8. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Grantor and Grantee. All covenants and agreements of Grantor shall be joint and several. Any Grantor who co-signs this Deed, but does not execute the Note, (a) is co-signing this Property to Grantee under the terms of this Deed, (b) is not personally liable on the Note or under this Deed, and (c) agrees that Grantee and any other Grantor hereunder may agree to extend, modify, forebear, or make any other accommodations with regard to the terms of this Deed or the Note without that Grantor's consent and without releasing that Grantor or modifying this Deed as to that Grantor's interest in the Property.

9. Notices. Notices, demands, or requests made hereunder shall be made in writing by postage prepaid, United States certified or registered mail, return receipt requested to Grantor or Grantee, as the case may be, at the address first set forth herein, or at such other addresses as may be designated by notice given in the aforesaid manner.

10. Governing Law; Severability. This instrument is a deed conveying title to the premises, and not a mortgage creating a lien, only, is made under the provisions of the existing laws of the State of Georgia and County of Fulton relating to deeds to secure debt, and is intended to constitute a security agreement under the Uniform Commercial Code of Georgia. This instrument shall be construed in accordance with the laws of the State of Georgia. In the event that any provision or clause of this Deed or Note conflicts with applicable law, such conflict shall not affect other provisions of this Deed or the Note which can be given effect without the conflicting provisions, and, to this end, the provisions of this Deed and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

11. Grantor's Copy. Grantor shall be furnished a conformed copy of the Note and of this Deed at the time of execution.

12. Declaration of Land Use Restrictive Covenants. Grantor shall fulfill all of the following obligations as Declaration of Land Use Restrictive Covenants:

The Grantor agrees and covenants with Grantee that throughout the term of the Loan, the entire affordability period (as defined further). The Affordability Period is based on the amount of funds provided in this document, begins on the entering of data into HUD's reporting system and assist Fulton County preserve affordable housing in our communities. In order to satisfy the requirements of the HOME Program, that Grantor will not:

- (i) Rent, or contract to rent, lease/sublease, sell or abandon the Property, or any part thereof, whether voluntarily or involuntarily, to any individual or individuals; or
- (ii) Use the Property as an investment property; or
- (iii) Use the Property as a recreational home or "second" home; or
- (iv) Change the use of the Property, or any part thereof, to a use other than for single-family occupancy.

Upon the sale or transfer of the Property before the term of the Fulton County HOME loan expires, Grantor further agrees to repay an amount equal to the net proceeds of the Fulton County HOME loan. Net proceeds means the sales price minus the first loan repayment, standard real estate commissions, if any, real estate taxes and closing costs. If a transfer of the property is made to a lineal heir(s), upon the death of the borrower: the said lineal heir(s) is not typically eligible for assistance under the Fulton County Home Ownership Program and the said lineal heir must repay the loan in full or pay the amount remaining after satisfaction of the first mortgage and closing costs; if the lender permits the lineal heir to assume the first mortgage, and the lineal heir is HOME income-eligible, then the County's loan agreement should permit the lineal heir to also assume the HOME loan if he/she agrees to occupy the property as their principal residence and other deed restrictive covenant items for the entire affordability period then there are no net sale proceeds; if a lineal heir inherits the property and immediately sells it, he/she must repay the net sales proceeds up to the amount of the remaining balance of the HOME loan and if the lender permits the lineal heir to assume the first mortgage, and the lineal heir is over-income for HOME assistance, the lineal heir must repay the remaining balance of the HOME loan.

The Grantor agrees that, as a condition of receiving the Fulton County's Home Buyer Assistance Loan, the grantor may be required to participate in post-occupancy counseling to be provided through a housing counseling agency designated by Fulton County. If Grantor does not participate in the post-occupancy counseling process, the Fulton County HOME loan will be converted to a loan payable as a second mortgage.

13. Prior Deed to Secure Debt. Except as hereinafter provided, this Agreement shall commence on the date Lender and Fulton County accept delivery from Grantor of the loan documents evidencing and securing the Lender Loan of the first Deed to Secure Debt and the Fulton County HOME loan.

This Agreement shall terminate and be of no further force or effect upon the last to occur of one of the following events:

- (i) The first day of the 121<sup>st</sup> month following the month in which the Fulton County HOME loan is dated;
- (ii) Foreclosure, or transfer in lieu of foreclosure, on the Property;
- (iii) Sale or transfer of the Property and satisfaction of the Fulton County HOME loan.

If Grantee, on the basis of any information obtained reasonably determines that Grantee's security may be impaired, or that there is an unacceptable likelihood of a breach of any covenant or agreement in this Deed, or if any information required hereunder is not timely submitted, Grantee may declare all of the sums secured by this Deed to be immediately due and payable. If Grantee exercises such option to accelerate, Grantee shall mail Grantor notice of acceleration in accordance with paragraph 9 hereof. Such notice shall provide a period of not less than thirty (30) days from the date this notice is mailed or delivered within which Grantor may pay the sums declared due. If Grantor fails to pay such sums prior to the expiration of such period, Grantee may, without further notice or demand on Grantor, evoke any remedies permitted by paragraph 15 hereof.

14. Acceleration; Remedies. Except as provided in paragraph 13 hereof, upon an Event of Default (as defined below) which is not cured within ten (10) days after written notice to Grantor thereof as provided below, Grantee, at Grantee's option, may declare all of the sums secured by this Deed to be immediately due and payable without further demand and may exercise the right of non-judicial foreclosure granted hereunder. Upon occurrence of an Event of Default and failure to cure, Grantor shall, on demand, surrender possession of the Property to Grantee and hereby consents that, at any time after such demand, Grantee may enter upon the Property.

15. Events of Default. "Event of Default" as used herein shall include: (a) the breach of any covenant under this Deed; and (b) any default under the Note secured hereby. Prior to exercising the remedies provided in paragraph 14 above, Grantee shall give notice to Grantor as provided in paragraph 9 hereof specifying: (a) the event of default; (b) the action required to cure such Event of Default; (c) the date, not less than ten (10) days from the date the notice is mailed to Grantor, by which such breach must be cured; and (d) that failure to cure such Event of Default on or before the date specified in the notice may result in acceleration of the sums secured by this Deed, foreclosure by non-judicial process, and sale of the Property. If any action or proceeding be commenced by or against Grantee affecting the Note, the debt secured hereby, or the validity or priority of this Deed, or if the Property is offered for sale by virtue of the exercise of the powers herein granted, Grantee may appear, defend, prosecute, retain counsel and take such action as Grantee shall deem advisable, and the costs thereof (including attorneys' fees and applicable statutory costs, allowances and disbursements) together with interest thereon at a rate of fifteen percent (15%) per annum, shall be paid by Grantor to Grantee on demand and shall be secured by this Deed.

Transfer of the Property shall constitute an event of default.

16. Subrogation. Grantee shall be subrogated to any encumbrance, lien, claim or demand (including all the rights therein and securities for the payment thereof) paid or discharged with proceeds of the indebtedness secured hereby, or by Grantee under the provisions hereof.

17. Right of Non-Judicial Foreclosure. Upon maturity of the debt secured hereby, whether by acceleration or otherwise, Grantee may sell the Property at auction at the usual place for conducting sales at the Fulton County Courthouse, to the highest bidder for cash, after advertising the date, terms and place of such sale once a week for four (4) weeks immediately preceding such sale (but without regard to the number of days intervening between the date of publication of the first advertisement and the date of sale) in the newspaper in which the Sheriff's advertisements for Fulton County are then being published, all other notice being hereby waived by Grantor. Such notice to Grantor is not intended to extend any notice and curing period otherwise provided herein but is only notice of the exercise of the remedy herein provided for after such notice and curing periods have expired. Grantee, its agents, representatives, successors or assigns, may bid and purchase at such sale. Grantee may thereupon execute and deliver to the purchaser at such sale a conveyance of the Property in fee simple, which conveyance shall contain recitals as to the Event of Default upon which the execution of the power of sale herein granted depends, and Grantor hereby constitutes and appoints Grantee the true and lawful attorney-in-fact of Grantor to make such recitals, sale and conveyance, and all of the acts of Grantee as such attorney-in-fact are hereby ratified and confirmed. Grantor agrees that such recital shall be binding and conclusive upon Grantor and that the conveyance to be made by Grantee shall divest Grantor of all right, title, interest, equity and right of redemption, including any statutory redemption, in and to the property. Grantee shall collect the proceeds of such sale, and after reserving there from the entire debt secured by this instrument (including attorneys' fees as provided herein) and by any prior liens, together with all costs and expenses of such sale, shall pay any surplus to Grantor, all as provided by law. The power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise, and are in addition to any and all other remedies which Grantee may have hereunder, at law or in equity.

18. Forbearance by Grantee Not a Waiver. No failure of Grantee to require strict performance at any time of any of any of the terms of the covenants of this Deed, nor failure of Grantee to exercise the option herein granted to accelerate the maturity of the debt secured hereby, nor any forbearance by Grantee before or after the exercise the option herein granted to accelerate the maturity of the debt secured hereby, nor any forbearance by Grantee before or after the exercise of such option, nor any withdrawal or abandonment by Grantee of any exercise of the power, of sale herein granted or any of its rights under such power, shall be construed as a waiver or any option, power, or right of Grantee hereunder. The rights and remedies of Grantee, expressed or contained in this Deed, are cumulative and no one of them shall be deemed to be exclusive of the others or of any right or remedy Grantee may now or hereafter have in law or equity. The covenants of this Deed shall run with the land and bind Grantor, the assigns, distributes, legal representatives, successors and heirs of Grantor, and all the Property shall inure to the benefit of Grantee, the successors and assigns of Grantee and all subsequent holders of this Deed.

19. Definitions. Whenever and wherever herein the singular number is used, it shall include the plural and vice versa as the context may require and the pronouns "he" or "it" referring to Grantor will also include "he", "she", "they", or "it", as the context requires, and if there shall be more than one person herein before described as Grantor, the promises and covenants herein made and contained shall be deemed to be made by said persons jointly

and severally, and each shall be jointly and severally liable thereon. The terms "Grantor" and "Grantee" shall include the named Grantor and the named Grantee and their respective heirs, legal representatives, successors and assigns.

20. Entire Agreement. This agreement represents the entire agreement between the parties and no alteration or amendment thereof shall be effective unless in writing and signed by the parties sought to be charged or bound thereby, and each and every portion of this Deed shall apply to and bind the respective distributees, legal representatives, successors and assigns of the parties hereto.

21. Liens. In the event a lien is filed against the Property, Grantor agrees to remove the same by payment, bonding or other appropriate measure in order to release the lien thereof from the secured premises and upon failure so to do within thirty (30) days after notice by Grantee, the same shall constitute an Event of Default hereunder giving to Grantee the right to declare the obligations secured by this Deed immediately due and payable and thereafter to avail itself of all rights hereunder to collect the same, including the right of foreclosure.

IN WITNESS WHEREOF, this Deed has been executed by Grantor under seal the day and year first above written.

GRANTOR: \_\_\_\_\_ (SEAL)

Signed, sealed, and delivered

\_\_\_\_\_  
Unofficial Witness

\_\_\_\_\_  
Notary Public