After Recording Return To: McManamy McLeod Heller, PLLC 3520 Piedmont Road Unit 110

Order No.: GA-23-03623

Atlanta, GA 30305

BK:19265 PG:860-861

Filed and Recorded
Jun-01-2023 08:00 AM
DOC# 2023 - 012443
Real Estate Transfer Tax
Paid: \$ 445.50
0752023003880
SABRIYA HILL
CLERK OF SUPERIOR COURT
HENRY COUNTY, GA
Participant ID: 3076672330

### LIMITED WARRANTY DEED

# STATE OF GEORGIA COUNTY OF HENRY

THIS INDENTURE, made this 3.5 day of 1000, 2033 between NVR, Inc., A Virginia Corporation, as party or parties of the first part, hereinafter called Grantor, and Nathan Roberts and Olivia Roberts, as party or parties of the second part, as joint tenants with survivorship and not as tenants in common, hereinafter called Grantee.

The words "Grantor" and "Grantee" whenever used herein shall include all individuals, corporations, and any other persons or entitles, and all the respective heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto, and all those holding under either of them, and the pronouns used herein shall include, when appropriate, either gender and both singular and plural, and the grammatical construction of sentences shall conform thereto. If more than one party shall execute this deed each Grantor shall always be jointly and severally liable for the performance of every promise and agreement made herein.

WITNESSETH that: Grantor, for and in consideration of the sum of Four Hundred Forty-Five Thousand Four Hundred Seventy And No/100 Dollars (\$445,470.00) and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt 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, the following described property, to wit:

All that tract or parcel of land known as Lot 22, lying and being in Land Lot 241, 2nd District, Henry County, Georgia, as shown on the plat entitled "Final Plat for Southern Hills Phase 1-B, Land Lot 241 of the 2nd District and 256 of the 7th District, Henry County, Georgia", recorded in Plat Book 62, at Pages 215-220, of the public records of Henry County, Georgia.

This being a portion of the property conveyed to NVR, Inc. by Deed from Southern Hills Land, LLC recorded February 23, 2023 in Book 19244, Page 1562 of the Public Records of Henry County, Georgia.

## Parcel ID: 078101022000

SUBJECT to all zoning ordinances, easements, and restrictions of record insofar as the same may lawfully affect the above-described property.

TO HAVE AND TO HOLD the said tract or parcel of land, 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 behoof of the said Grantee forever in Fee Simple.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons owning, holding or claiming by, through or under the said Grantor, but not otherwise

THIS CONVEYANCE is made pursuant to Official Code of Georgia Annotated § 44-6-190, and it is the intention of the parties hereto to hereby create in Grantees a joint tenancy estate with right of survivorship and not as tenants in common.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, this 25 day of \_ 2023 may

NVR, Inc., A Virginia Gorporation

Sfigged, spaled and delivered in the presence of:

Notary Public

My Commission Expires: 10(6)み(

C. Stanton O. Stanton Notary Public Gwinnett County, Georgia My Commission Expires October 6, 2026

BK:19265 PG:862-888

Filed and Recorded Jun-01-2023 08:00 AM DOC# 2023 - 012444 Georgia Intangible Tax Paid: \$ 1003.50 SABRIYA HILL CLERK OF SUPERIOR COURT HENRY COUNTY, GA Participant ID: 3078672330

Prepared By: Suzanna K Sedlacek Rocket Mortgage, LLC 1050 Woodward Ave Detroit, MI 48226-1906 (800) 226-6308

After Recording Return To: Rocket Mortgage, LLC 1050 Woodward Ave Detroit, MI 48226-1906 (313) 373-0000

[Space Above This Line For Recording Data]

## SECURITY DEED

Roberts Loss #: 3520212701 MIN: 100039035202127014 MERS Fhos: 1-888-679-6377 PIN: 078101022000

#### DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined under the caption TRANSFER OF RIGHTS IN THE PROPERTY and in Sections 3, 4, 10, 11, 12, 16, 19, 24, and 25. Certain rules regarding the usage of words used in this document are also provided in Section 17.

### Parties

- (A) "Borrower" is Nathan Roberts and Olivia Roberts, husband and wife, currently residing at 605 Palmetto Oaks Way, Palmetto, GA 30268-1343 US. Borrower is the granter under this Security Instrument.
- (B) "Lender" is Rocket Mortgage, LLC. Lender is a Limited Liability Company organized and existing under the laws of the State of Michigan Lender's address is 1050 Woodward Avenue, Detroit, MI 48226-1906. The term "Lender" includes any successors and assigns of Lender.
- (C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the grantee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

# Documents

(D) "Note" means the promissory note dated May 26, 2023, and signed by each Borrower who is legally

Rocket Mortgage, LLC (NMLS #: 3030) | Rocket Mortgage, LLC (NMLS #: 3030) | Bicholas Tye (Liccase #: 41649, NMLS #: 263023)

GEORGIA-Single Family-Famile MacFreddie Mac UNIFORM INSTRUMENT Form 3011 07/2021 (pev. 02/22)

EN 25328-10-20



3520212701

obligated for the debt under that promissory note, that is in either (i) paper form, using Borrower's written pen and ink signature, or (ii) electronic form, using Borrower's adopted Electronic Signature in accordance with the UETA or E-SIGN, as applicable. The Note evidences the legal obligation of each Borrower who signed the Note to pay Lender Three Hundred Thirty-Four Thousand One Hundred Two And 00/100 Dollars (U.S. \$334,102.00) plus interest. Each Borrower who signed the Note has promised to pay this debt in regular monthly payments and to pay the debt in full not later than June 1, 2053.

(E) "Riders" means all Riders to this Security Instrument that are signed by Borrower. All such Riders are incorporated into and deemed to be a part of this Security Instrument. The following Riders are to be signed by Borrower [check box as applicable]:

☐ Adjustable Rate Rider	☐ Condominium Rider			
	Planned Unit Development Rider	GA.	Acknowled	lgement
☐ Second Home Rider		ο£	Borrower	Rights

(F) "Security Instrument" means this document, which is dated May 26, 2023, together with all Riders to this document.

### Additional Definitions

- (G) "Applicable Law" means all controlling applicable federal, state, and local statutes, regulations, ordinances, and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
- (H) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments, and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association, or similar organization.
- (I) "Default" means: (i) the failure to pay any Periodic Payment or any other amount secured by this Security Instrument on the date it is due; (ii) a breach of any representation, warranty, covenant, obligation, or agreement in this Security Instrument; (iii) any materially false, misleading, or inaccurate information or statement to Lender provided by Borrower or any persons or entitles acting at Borrower's direction or with Borrower's knowledge or consent, or failure to provide Lender with material information in connection with the Loan, as described in Section 8; or (iv) any action or proceeding described in Section 12(e).
- (3) "Electronic Fund Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone or other electronic device capable of communicating with such financial institution, wire transfers, and automated clearinghouse transfers.
- (K) "Electronic Signature" means an "Electronic Signature" as defined in the UETA or E-SIGN, as applicable.
- (L) "E-SIGN" means the Electronic Signatures in Global and National Commerce Act (15 U.S.C. § 7001 et seq.), as it may be amended from time to time, or any applicable additional or successor legislation that governs the same subject matter.
- (M) "Escrow Items" means: (i) taxes and assessments and other items that can attain priority over this

Booket Mortgage, LLC (NMLS #: 3030) | Rocket Mortgage, LLC (NMLS #: 3030) | Richolas Tye (License #: 41649, NMLS #: 263023) | GEORGIA—Single Family—Famile MacFreddie Mac UNIFORM INSTRUMENT | Form 3611 | 07/2021 (rev. 02/22) | Fage 2 of 70

