

## DEED TO SECURE DEBT (Georgia)

State of Georgia)  
County of [county] )

**THIS INDENTURE**, made the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between [INSERT NAME(S) OF PROPERTY OWNER(S)] of the County of [county] and State of Georgia, as party or parties of the first part, hereinafter called the "Grantor", and [INSERT NAME OF LENDER] of the County of [county] and State of Georgia, as party of the second part, hereinafter called the "Grantee".

**WITNESSETH** that Grantor, for the consideration hereinafter set forth, in hand paid at and before the sealing and delivery of these presents, the receipt and sufficiency of which are 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, all that tract or parcel of land known by its common street address as: [insert full street address], [city/town], [county], GA [zip] and being more specifically and completely described as follows:

[insert legal description of property] (the "Property")

**THIS CONVEYANCE** is made under the provisions of the existing Code of the State of Georgia to secure a debt (and interest thereon and other indebtedness as described herein) evidenced by a Promissory Note dated [insert date of promissory note] and made by Grantor to order of Grantee, for the principal sum of: [insert principal amount in words] Dollars (\$###.##), with interest thereon payable [monthly/semi-annually/annually] from the date thereof at the rate of [interest rate in words] (##%) per cent per annum on said principal sum, or on so much thereof as may from time to time remain unpaid; said principal and interest being payable in monthly installments of [insert monthly payment amount in words] Dollars (\$###.##) each, such payments to commence on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and continuing to and including the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, each installment, when paid, to be applied firstly to the payment of interest accrued on the unpaid principal and the residue thereof to be credited on the principal, and the remaining unpaid balance of principal and interest shall be payable on the \_\_\_\_ day of \_\_\_\_\_, both principal and interest payable in lawful money of the United States of America at the following address:

[insert address to which payments are to be made]

or at such other place as the Holder of this Note may from time to time designate in writing.

**THE INDEBTEDNESS** hereby secured includes any renewal or extension of any part or all of said indebtedness; and if any portion of said indebtedness or any provision of this Deed shall be held invalid for any reason, it is the intent of the parties that such portion shall be severable, and such invalidity shall not affect the remainder of said debt or instrument. Any one of several persons named as Grantee herein or their assigns may receive payment of the secured indebtedness and execute a valid cancellation or reconveyance hereof. No release of any part of the Property herein described or extension of all or any part of the indebtedness hereby secured, shall affect the personal liability of any person upon the indebtedness hereby secured, nor the priority of this Deed.

**TO HAVE AND TO HOLD** the Property with all and singular the rights, members, and appurtenances thereto appertaining, to the only proper use, benefit, and behoof of Grantee, in fee simple, and Grantor hereby covenants that Grantor is lawfully seized and possessed of the Property, and has a good right to

convey it, and it is unencumbered; and Grantor, the Property, unto Grantee, against Grantor, and against all and every other person or persons shall and will WARRANT AND FOREVER DEFEND.

Should the indebtedness hereby secured be paid according to the tenor and effect thereof when the same shall become due and payable, and should Grantor perform all covenants herein contained, then this Deed shall be canceled and surrendered, it being intended by the parties hereto that this Deed shall operate as a deed, and not as a mortgage.

If all o