

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 95 OF THE 7TH DISTRICT, FAYETTE COUNTY, GEORGIA, BEING LOT 38, GLENLOCH VILLAGE, FETLOCK MEADOWS, SECTION 4, AS PER PLAT BY FREDERICK K. FIDLER DATED 8/10/73, RECORDED IN PLAT BOOK 8, PAGES 37 THROUGH 40, FAYETTE COUNTY RECORDS, SAID PLAT BEING EXPRESSLY INCORPORATED HEREIN AND MADE A PART OF THIS DESCRIPTION BY REFERENCE; BEING PRESENTLY KNOWN AS 104 SILVER SPUR, PEACHTREE CITY, GEORGIA; AND BEING MORE PARTICULARLY SHOWN ON A SURVEY FOR JACK L. CONDUFF AND VIVIAN F. CONDUFF BY JEFFERSON CONSULTANTS, INC. DATED 11/30/78, LAST REVISED 8/13/92.

Manfred Page 18

Agreement 929-97

which has the address of **104 SILVER SPUR, PEACHTREE CITY, GA 30269.**

TO HAVE AND TO HOLD this property unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

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

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

- 1. Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.
- 2. Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to

GEORGIA-Single Family-FNMA/FHLMC UNIFORM INSTRUMENT Form 3011 9/90

BOOK 742 PAGE 609