

MEMORANDUM

To: Mayor and City Council

From: Allegra DeNooyer, Planner II

Date: March 25, 2024

Subject: MMSP 24-01 – 4896 N Peachtree Road, Parcel ID # 18 359 02 015

REQUEST

Paul McKeever, on behalf of the property owner at 4896 N Peachtree Road, Dunwoody, GA, 30360, seeks a Major Master Sign Plan for Kingswood United Methodist Church.

APPLICANT

Property Owner: Kingswood United Methodist Church	Petitioner: Paul McKeever
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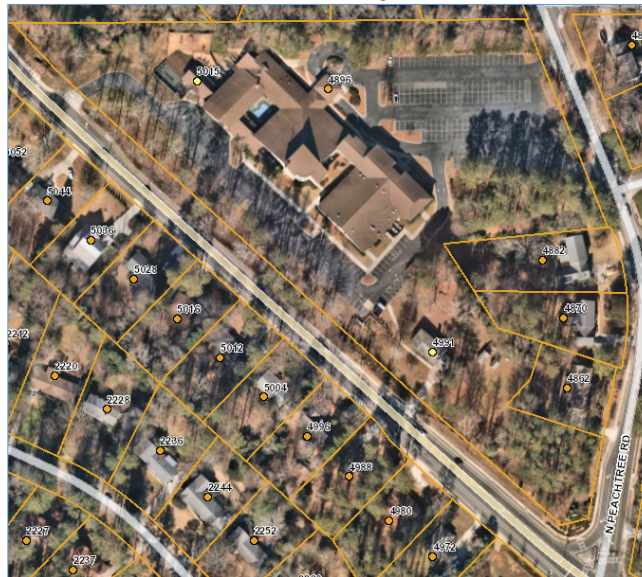
PLANNING COMMISSION, 2.13.24

Planning Commission held a public hearing regarding the subject case on February 13, 2024. There were no public comments. Following a limited discussion, the Planning Commission voted unanimously (7-0) to recommend approval for MMSP 24-01.

BACKGROUND & MASTER SIGN PLANS

The subject lot, 4896 N Peachtree Road, is zoned R-100 (Single-dwelling Residential-100) and abuts R-100 on all sides. The subject lot is 10 acres and is developed with a church and affiliated preschool. Due to the lot's status as a place of worship, the submitted master sign plan falls under quasi-public/institutional uses in the sign code (Sec. 20-90). It is located at the corner of N Peachtree Road and Tilly Mill Road and has frontage on both roads.

Aerial image:



As part of a new signage project for the whole property, Kingswood Church received a sign permit in November 2023 for two new monument signs and four new wayfinding signs. These signs, which have not yet been constructed, will replace two existing monument signs and nine existing wayfinding signs on the property and conform to the sign code. Because these signs met the standards of the sign code, no master sign plan application was required.

Sec. 20-133 of the City of Dunwoody Sign Code specifies that master sign plans shall provide for visual consistency within developments based on at least three of the following factors: color scheme, lettering style, materials, and location of signs to be posted on buildings. A master sign plan must be reviewed for compliance with these factors for all new common developments and in any existing development over 7 acres where total sign area is increasing or any sign location is changing. Since the subject property is 10 acres and Kingswood Church is proposing additional signs in new locations, the master sign plan process is triggered. The master sign plan process can also be used to make specific requests beyond what is allowed in the district regulations in the sign code, which can be granted either administratively (an administrative master sign plan) or by Mayor and City Council after a review by Planning Commission (a major master sign plan). The route that a master sign plan requesting exemptions from the sign code takes is determined by the nature of the exemptions.

In this case, Kingswood Church is requesting to exceed the maximum count for a sign type and to exceed the maximum area and height for an individual sign, which prompts the major master sign plan process. Kingswood Church is proposing two new signs to complete the signage project that was begun with the previously permitted signs: a building entrance wall sign and a monument sign.

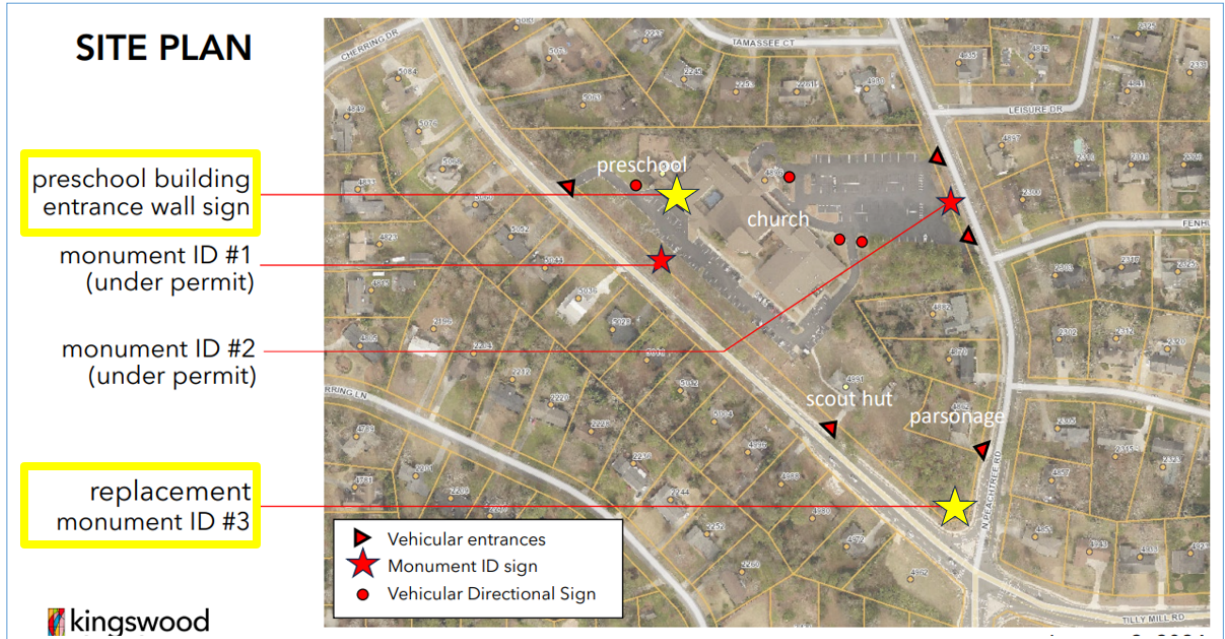
Chart Showing Regulations vs Proposed Signage

	Allowed Per Code	Proposed	Exemption?
BUILDING ENTRANCE WALL SIGNS			
Sign count	11	1	No
Area per sign	4 SF	30 SF	Yes
Height per sign (as measured from door threshold to top of sign)	6 feet	13.5 feet	Yes
Total sign area	44 SF	30 SF	No
MONUMENT SIGNS			
Sign count	2	3	Yes
Area per sign	36 SF	36 SF	No
Height per sign	6 feet	5 feet	No
Total sign area	72 SF	108	Yes
WAYFINDING SIGNS			
Sign count (2 per common development plus 2 max per full acre)	22	4	No
Area per sign	6 SF	6 SF	No
Height per sign	3 feet	3 feet	No
Total sign area	132 SF	24 SF	No

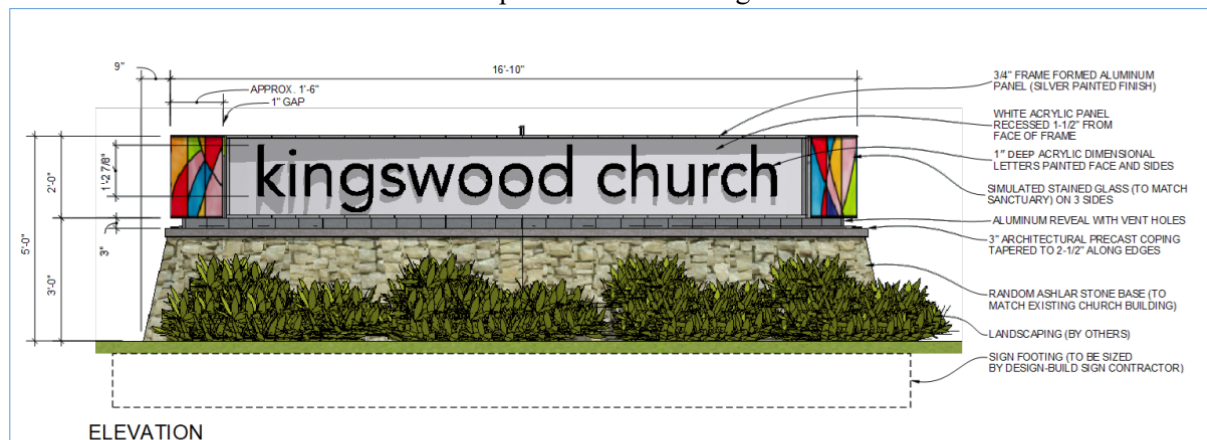
The applicant requests a building entrance wall sign to be placed on the preschool entrance façade and a monument sign to replace an existing nonconforming sign that consists of three crosses directly at the corner of N Peachtree Road and Tilly Mill Road. Sec. 20-90 of the sign code specifies that the property

is allowed 2 monument signs – the applicant is requesting a third, prompting the major master sign plan process. Sec. 20-90 of the sign code also specifies that building entrance wall signs can be no more than 4 square feet and no taller than 6 feet from the door threshold to the top of the sign – the proposed building entrance wall sign will be 30 square feet and 13.5 feet above the door threshold, which would prompt the administrative master sign plan process if these two were standalone requests. However, since the building wall sign is included with a request that triggered the major master sign plan process, all three requests are included with the major master sign plan process. Typical wall signs as seen on commercial properties are not allowed for quasi-public/institutional uses. However, through the master sign plan process, the applicant may reallocate the overall site-wide sign area to a single sign.

Site Plan (Requested signs outlined in yellow and marked with yellow stars)



Proposed Monument Sign



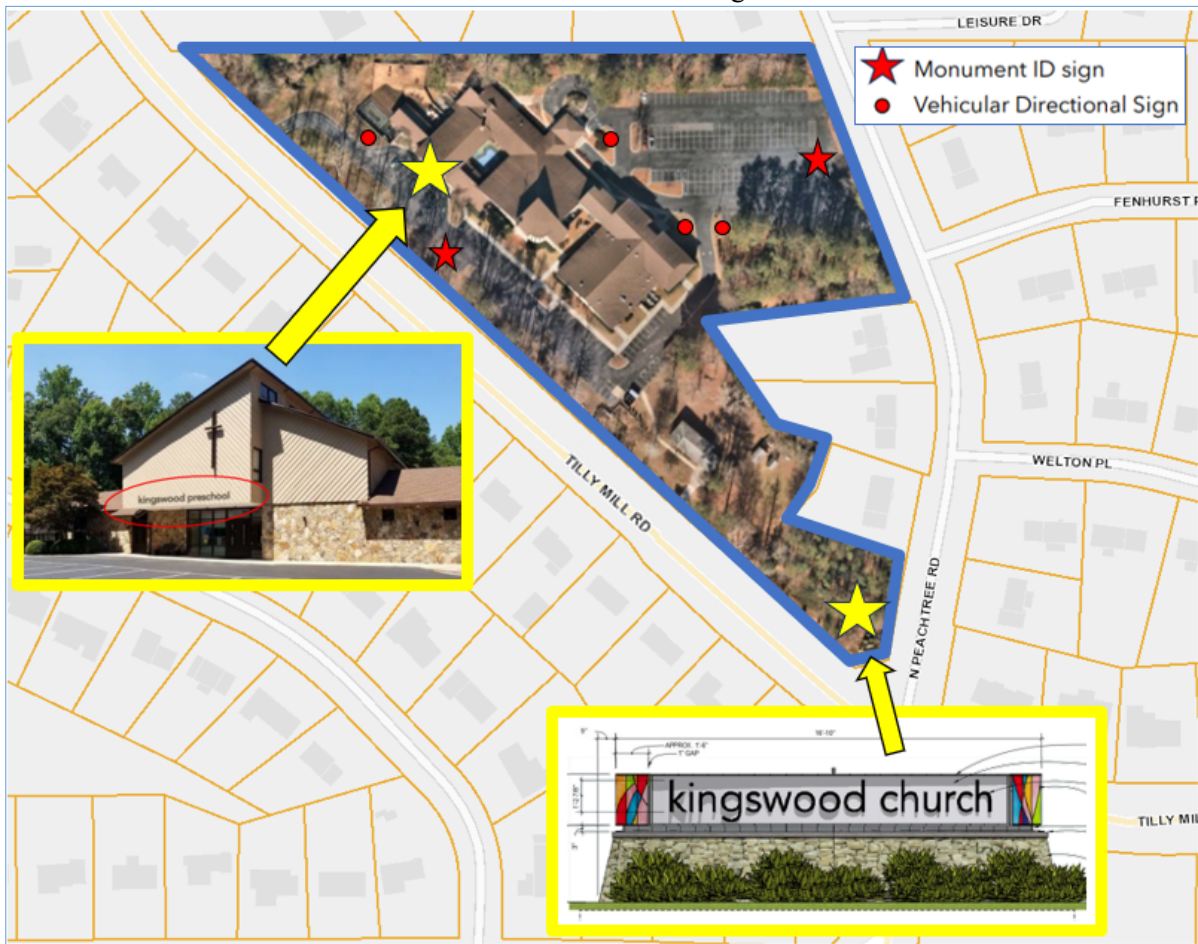
Signage Request for Relief from Code – Monument ID Sign #3

Proposed Building Entrance Wall Sign



Signage Request for Relief from Code – Preschool Building Entrance Wall Sign

View and Direction of Signs



REVIEW AND APPROVAL CRITERIA

Chapter 20, §20-133(iii)(7) identifies the following criteria for evaluation that must be used in reviewing and taking action on all major master sign plan applications:

- i. Whether the proposed signs(s) are visually consistent within the development based on at least three of the following factors: color scheme, lettering style, materials, and location of signs to be posted on buildings;
- ii. Whether the proposed sign(s) are of a consistent size and scale to existing signs in the immediate area;
- iii. Whether the proposed sign(s) are reasonably scaled to the size of the subject structure and/or premises; and
- iv. Whether unusual circumstances exist that warrant the granting of this major master sign plan.

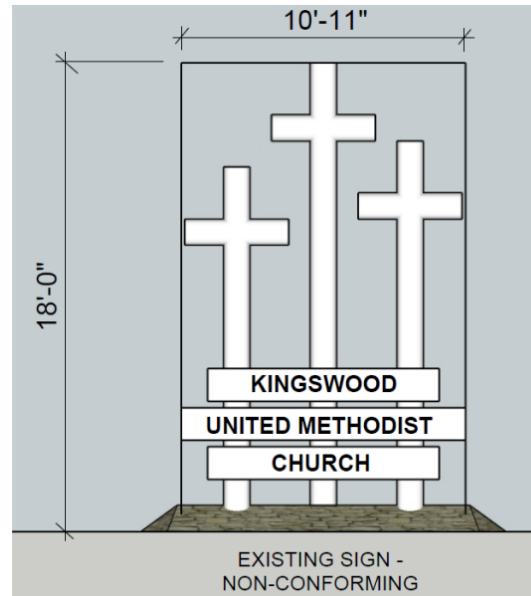
The major master sign plan proposal from Kingswood Church addresses visual consistency through the color scheme, lettering style, and materials. Both the two previously permitted monument signs and the third proposed monument sign use ashlar stone as a base and simulated stained glass as an accent, both of which match the materials used in the church building. The previously permitted wayfinding signs also have an applied vinyl graphic that matches the stained glass. The proposed building area entrance wall sign uses the same lettering style as all three monument signs and the wayfinding signs. Overall, staff finds that the major master sign plan proposal does provide visual consistency with the proposed signs, the previously permitted signs, and the church and preschool building.

The proposed monument sign is of a consistent size and scale to existing signs in the surrounding area – St. Patrick's Episcopal Church and St Barnabas Anglican Church have monument signs of a similar size and shape. Its size also conforms to the sign code and is at a reasonable scale for pedestrians and for the premises. The proposed building entrance wall sign is also at a reasonable scale to the size of the subject structure – it is at a fairly modest size and fits the façade of the preschool entrance. For context, wall signage in commercial areas is typically allowed to be 10% of the façade area it is placed onto.

The subject property is unusual since it exists at the corner of N Peachtree Road and Tilly Mill Road and therefore has 2 separate frontages and 5 different vehicular entrances. Additionally, the existing sign at the corner of N Peachtree Road and Tilly Mill Road is nonconforming and does not match a permitted sign type in the sign code. It is approximately 18 feet tall and 190 square feet, which exceeds what is permitted per code. Thus, staff finds that the proposed monument sign is an improvement for the property as it replaces a nonconforming sign with a conforming sign in terms of height, area, and materials and is at a pedestrian friendly and reasonable scale that conforms with the dimensions in the sign code.

The topography for the subject property is highly unusual – the church and preschool building sits approximately 15 feet below the grade of Tilly Mill Road. The height of the proposed building entrance wall sign is 14 feet above the door threshold of the preschool entrance, which is 8 feet above what is allowed per code, but still slightly below the grade of the Tilly Mill Road. The property has 11 building entrances – accordingly, a larger sign (30 square feet) is more accurately suited to the size of the building and the wayfinding needs of the site than what would be allowed per code (6 feet). Therefore, staff finds that unique visibility concerns exist for Kingswood Church and the associated preschool that necessitate a higher and larger building entrance wall sign than what is permitted by code.

Existing Non-Conforming Ground Sign

**EXISTING NON-CONFORMING
MONUMENT *(to be replaced)*****COMMENTS FROM OTHER PARTIES**

Correspondence Received: None.

DEPARTMENT OF COMMUNITY DEVELOPMENT RECOMMENDATION

Based on the above analysis and findings, staff has determined that the requested major master sign plan does meet the requirements of Chapter 20, §20-133(iii)(7); therefore, staff recommends APPROVAL of the request.

ATTACHMENTS

- Staff Memo
- Appendix A, Site Photos
- Major Master Sign Plan Application

Appendix A, Site Photos



The façade for the proposed building wall sign



View of the façade for the proposed building wall sign from Tilly Mill Road



The existing nonconforming sign to be replaced by the proposed monument sign



View of the existing nonconforming sign from the intersection of Tilly Mill Road and N Peachtree Road

MAJOR MASTER SIGN PLAN APPLICATION

Community Development

4800 Ashford Dunwoody Road | Dunwoody, GA 30338
Phone: (678) 382-6800 | Fax: (770) 396-4828

Project:

Name of Project / Subdivision: <u>KINGSWOOD CHURCH SIGNS</u>		Zoning: <u>R-100</u>
Property Address / Location: <u>4896 N PEACHTREE RD.</u>		
District: <u>PUBLIC INSTITUTIONAL</u>	Land Lot: <u> </u>	Block: <u> </u> Property ID: <u>18 359 02 015</u>

Owner Information:

Owner's Name: <u>Kingswood United Methodist Church, Inc.</u>		
Owner's Address: <u>4896 N Peachtree Rd, Dunwoody, GA 30338</u>		
Phone: <u>770-457-1317</u>	Fax: <u> </u>	Email: <u>loganjeeps@yahoo.com</u>


Applicant Information: ☐ Check here if same as Property Owner

Contact Name: <u>Paul McKeever</u>		
Address: <u>4843 Coldstream Drive, Dunwoody, GA 30360</u>		
Phone: <u>734-846-7454</u>	Fax: <u> </u>	Email: <u>mckeever.paul@gmail.com</u>


Terms & Conditions:

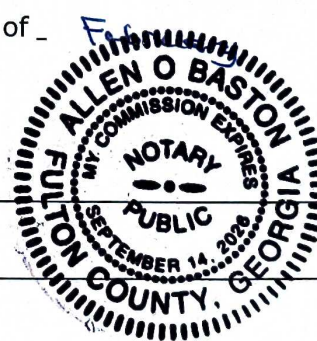
I hereby certify that to the best of my knowledge, this application form is correct and complete. If additional materials are determined to be necessary, I understand that I am responsible for filing additional materials as specified by the City of Dunwoody Sign Ordinance. I understand that failure to supply all required information (per the relevant Applicant Checklists and Requirements of the Dunwoody Sign Ordinance) will result in the rejection of this application.

Applicant's Name: Paul McKeever

Applicant's Signature:  Date: 2/2/2024

Notary:

Sworn to and subscribed before me this <u>2nd</u> Day of <u>Feb</u> , 20 <u>24</u>	
Notary Public: <u>Allen O. Baston</u>	
Signature: <u></u>	
My Commission Expires: <u>9/14/26</u>	



Application Requirements:

- Major Master Sign Plan Application (See Page 1)
- Property Owner Notarized Affidavit(s) (See Page 2)
- Site plan showing location of buildings, parking lots, driveways and landscaped areas and the location, size, area and height of all proposed signs
- List of all requests and all signs
- Computation of the maximum total sign area allowed and the maximum area allowed and requested for each individual sign
- Narrative AND graphic description of visual consistency among all signs, regarding color scheme, letting or graphic style; materials and support structures; and location of each sign on the site and on buildings



Property Owner(s) Notarized Affidavit

Community Development

4800 Ashford Dunwoody Road | Dunwoody, GA 30338

Phone: (678) 382-6800 | Fax: (770) 396-4828

The owner and petitioner acknowledge that this application form is correct and complete. By completing this form, all owners of the subject property certify authorization of the filing of the application for a major master sign plan, and authorization of an applicant or agent to act on their behalf in the filing of the application including all subsequent application amendments.

Property Owner (If Applicable):

Owner Name: Kingswood United Methodist Church, Inc.		
Signature:	Date: 1/30/24	
Address: 4896 N Peachtree Rd, Dunwoody, GA 30338		
Phone: 770-457-1317	Fax: _	Email: loganjeeps@yahoo.com
Sworn to and subscribed before me this 30 th	Day of January, 2024	
Notary Public: Allen O. Baston		



Property Owner (If Applicable):

Owner Name: _____		
Signature: _	Date: _____	
Address: _____		
Phone: _	Fax: _	Email: _____
Sworn to and subscribed before me this _____	Day of _____, 20__	
Notary Public: _____		

Property Owner (If Applicable):

Owner Name: _____		
Signature: _	Date: _____	
Address: _____		
Phone: _	Fax: _	Email: _____
Sworn to and subscribed before me this _____	Day of _____, 20__	
Notary Public: _____		

kingswood church
4896 N. Peachtree Rd.

Master Sign Plan

CONTENTS

1. Summary
2. Monument Sign (Sec. 20-90.a)
3. Building Entrance Wall Sign (Sec. 20-90.a)

Appendix

- Deed / Land Description
- Intersection Plan Site Triangle

SUMMARY

Unique circumstances require request for relief from sign code.

Primary Goals

- Visual Uniformity
- Ease of Wayfinding
- Appropriate Scale
- Appropriate Materials

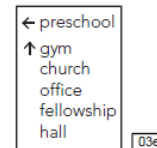
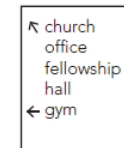
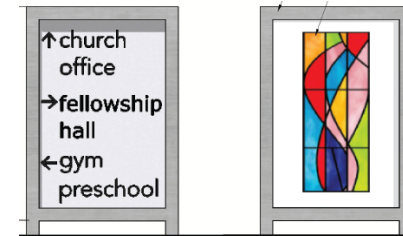


SUMMARY

Unique circumstances require request for relief from sign code.



Requesting Approval



Approved Signs – Under Permit

SUMMARY - NARRATIVE

Wayfinding in and around the Kingswood campus has historically been a challenge. The main buildings are set back over 100 feet from the street and there are five road entrances to the campus from two major roadways. When directing visitors to church the existing monument sign at the intersection of N. Peachtree Road and Tilly Mill Road helps visitors know they've arrived and is a decision point depending on which entry to the campus they need to use - however it is an old sign and needs to be replaced and it does not conform to the current Dunwoody Sign Code. The Kingswood Preschool entrance can be challenging to locate for visitors, first time parents or guardians unfamiliar with entrance location.

This campus sign masterplan submission is requesting relief from 2 provisions in the Dunwoody Sign Code due to the unique circumstances of this campus. City of Dunwoody Staff have been very supportive during this process and we have taken Staff feedback and have reduced the number of signs and areas to arrive at the proposed solutions.



Requesting Approval



Signage Request for Relief from Code – Monument ID Sign #3

15'-0"

24"

kingswood preschool



(note – Preschool Building Entrance Wall Sign was previously permitted under old sign code, had not yet been installed and permit has since expired)

Signage Request for Relief from Code – Preschool Building Entrance Wall Sign

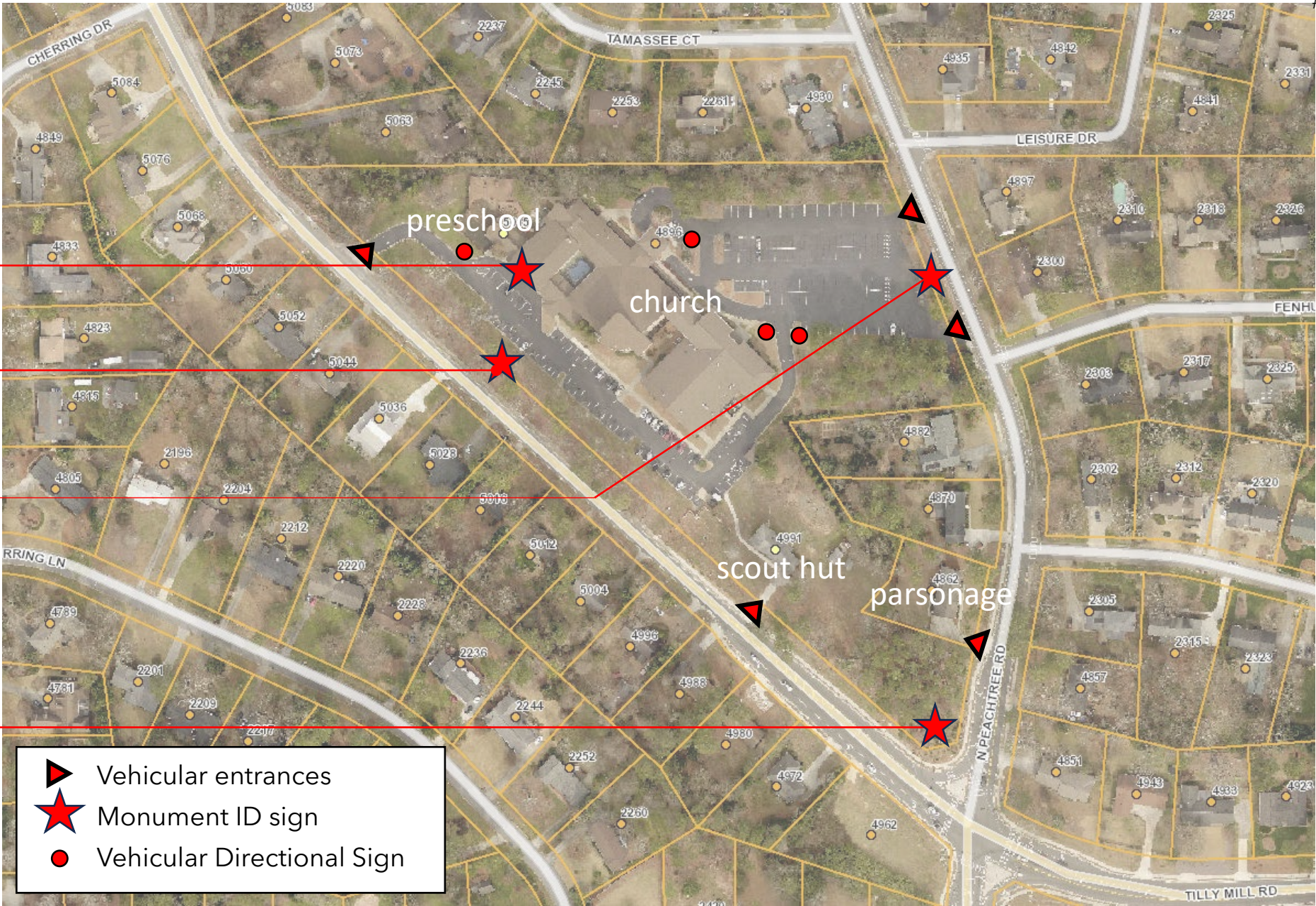
SITE PLAN

preschool building
entrance wall sign

monument ID #1
(under permit)

monument ID #2
(under permit)

replacement
monument ID #3



MONUMENT ID SIGN #3

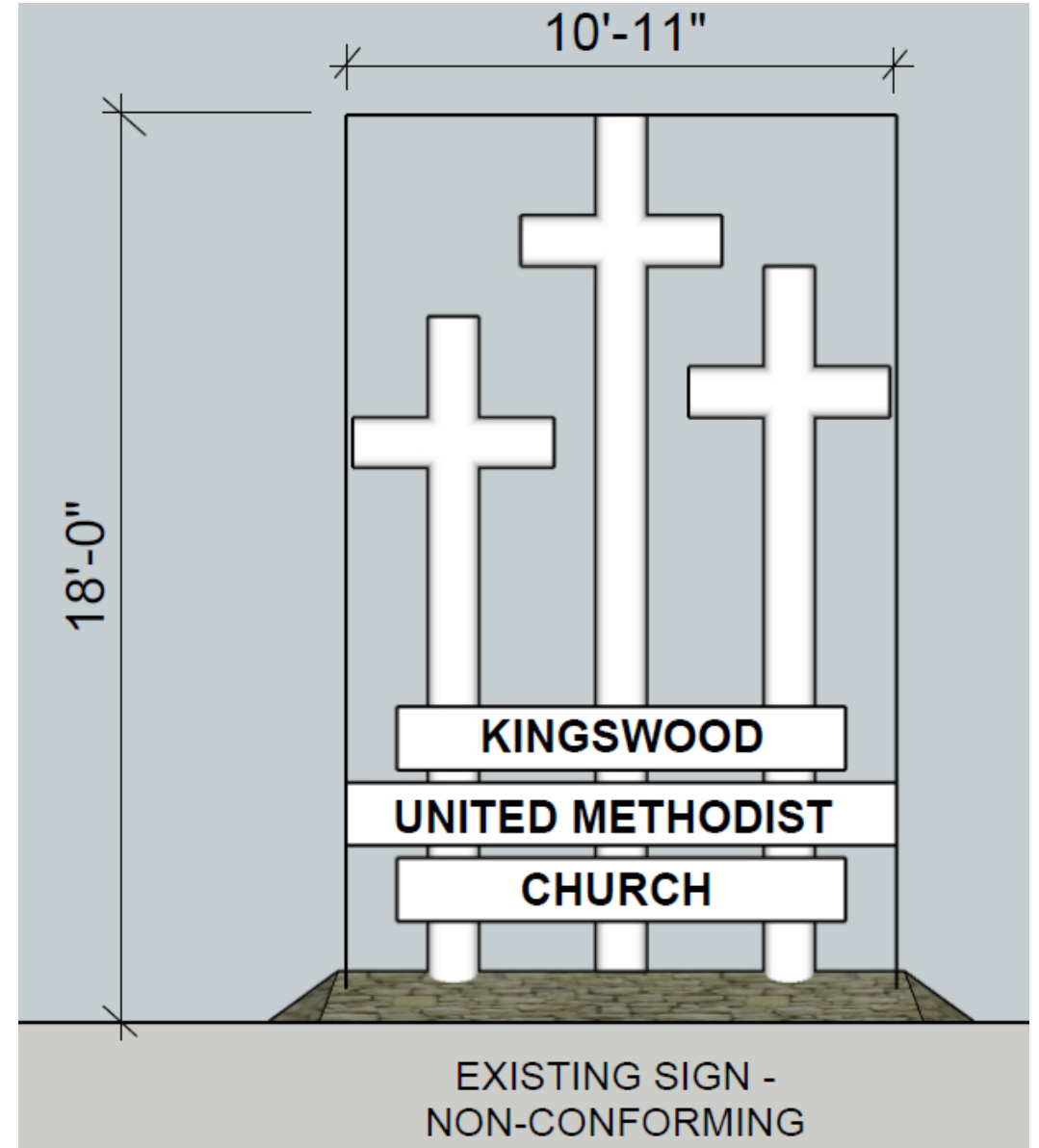
The existing campus monument ID sign at the corner of Tilly Mill and N. Peachtree lets visitors know they have arrived at the campus and is a decision point for drivers. For example, the entrance to the Boy Scout Hut is the first driveway past the monument sign on Tilly Mill, the Preschool entrance is the second driveway past the monument sign. On N. Peachtree the Parsonage is the first driveway on the left after the monument sign, the primary Church entrances are further down the road on the left.

The Dunwoody Sign code allows for one (1) monument sign per vehicular entrance up to two (2) maximum. The Kingswood campus has five (5) vehicular entrances, two (2) on Tilly Mill Road, three (3) on North Peachtree Road (see siteplan). This masterplan submission is requesting relief from section 20-90(a) to exceed the two (2) maximum allowed monument ID signs by replacing an existing third non-conforming monument sign with a new monument sign that is otherwise in conformance with design guidelines for monument signs.

The existing monument sign does not conform with the Dunwoody Sign Code and we are proposing to replace it with a sign that conforms to height, area and material requirements. The proposed sign is also visually compatible with other previously approved signage. The visual area of the existing sign is approximately 190 sq. ft. which exceeds the allowable monument sign face area by 150 sq. ft. The height of the existing sign is approximately 18 feet which exceeds the total sign height of 6 foot maximum. There is virtually no sign base on the existing sign, which the Sign Code dictates a minimum of 1 foot base height. The proposed sign conforms to all height, area, and material requirements per the Dunwoody Sign Code Monument Sign requirements, Section 20-90 (a) Signs Specific to Quasi-Public/Institutional Uses.

We are requesting relief from the maximum allowable number of Monument signs of two (2) and to allow this campus to replace the existing third non-conforming monument sign with the proposed sign.

EXISTING NON-CONFORMING MONUMENT *(to be replaced)*



EXISTING MONUMENT SIGNS IN THE AREA



EXISTING MONUMENT SIGNS IN THE AREA

Characteristics

- Solid base
- Large sign face
- Logo / Brand
- Pedestrian Scale



EXISTING / NEW COMPARISON

New

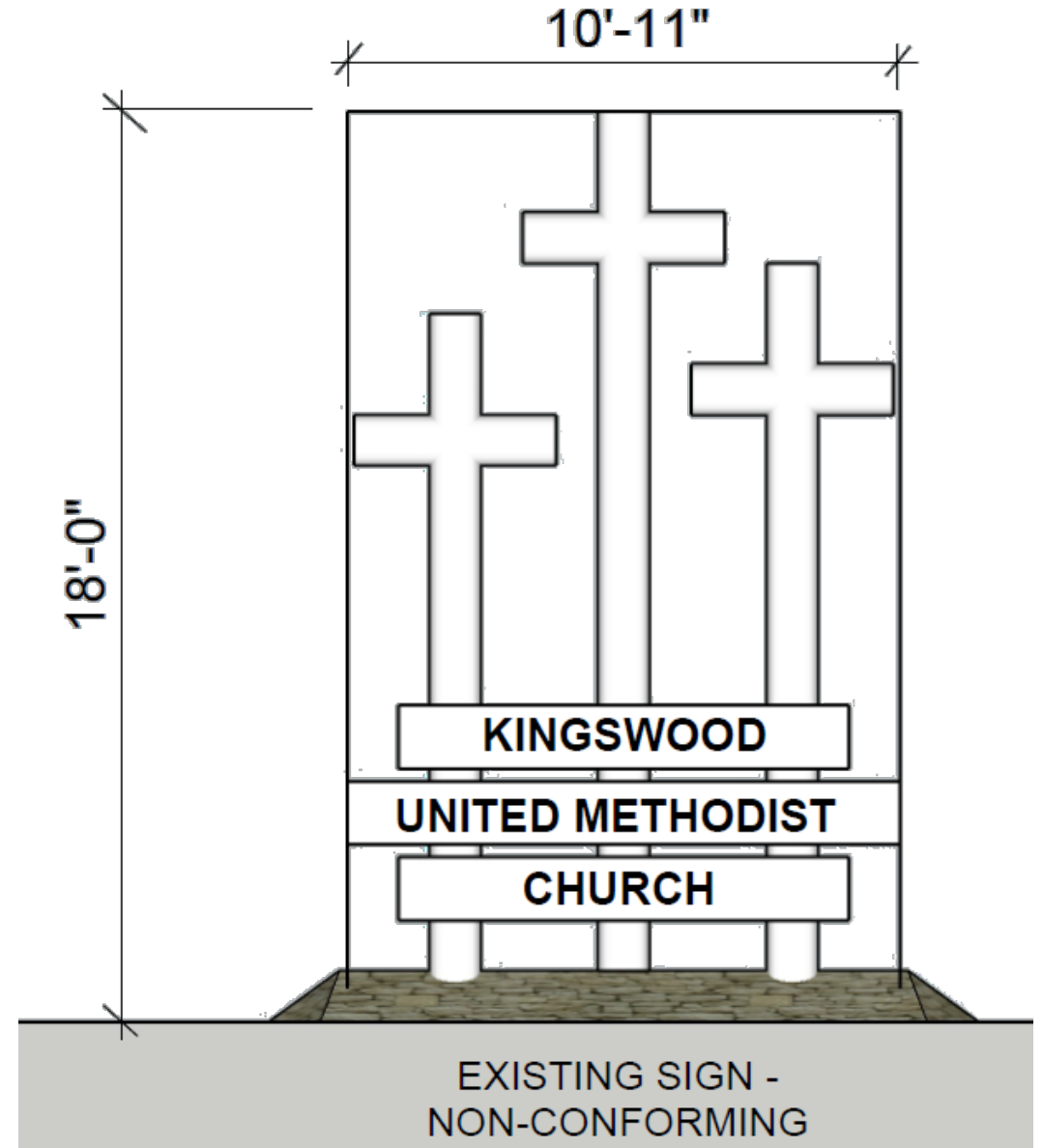
- Solid base
- Large sign face
- Visual Uniformity
- Pedestrian Scale

Existing

- No base
- Over Scaled
- Does not match other signs



Proposed 3rd Monument ID Sign



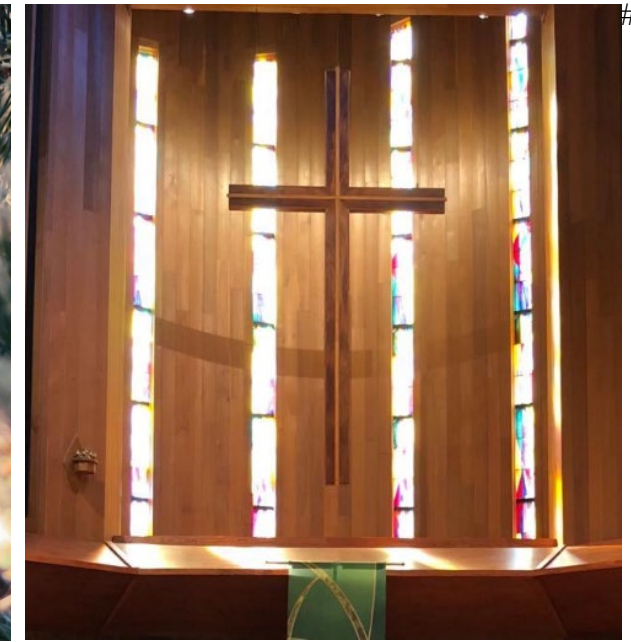
VISUAL COMPATABILITY

New

- Materials to Match Existing Building
- Simulated Stained Glass
- Ashlar Stone
- Visual Uniformity
- Pedestrian Scale



Proposed 3rd Monument ID Sign



PREVIOUSLY PERMITTED

Monument ID Sign Replacements



North Peachtree Monument ID Sign



PREVIOUSLY PERMITTED

Monument ID Sign Replacements



Tilly Mill Monument ID Sign



VISUAL COMPATABILITY

New

- Visual Uniformity for All Signs
- Lettering Styles
- Material Consistency
- Conformance with Sign Standards*



Proposed Monument ID Sign



Approved Signs – Under Permit

PRESCHOOL BUILDING ENTRANCE WALL SIGN

The Kingswood Preschool entrance can be challenging to locate for visitors, first time parents or guardians unfamiliar with entrance location. The preschool entrance is tucked away under a portico, 16 feet below Tilly Mill street level, is one of many building entrances and does not have a sign clearly indicating its function. This can cause vehicular traffic issues in and around the church driveway. Several factors exacerbate the wayfinding problem including the multiple vehicular entrances (5), multiple building entrances (11) on the campus and the large scale of the building itself relative to the entry doors.

The current sign code section 20-90 (a) allows for 1 wall sign per building entrance, 6 feet above the door threshold and each building entrance sign is allowed 4 square feet of sign area. Currently the building has 11 points of entry and no entrance wall signs. Under the current code we would be permitted to have 4 square feet of entrance wall sign area per each 11 points of entry equating to 44 square feet total of entry wall sign area.

We are requesting relief from the code area and height limitations to allow us to have one wall sign at 30 square feet total to clearly mark the entrance to the preschool over the entry portico, 13 ft.-6" above the door threshold. The scale of the proposed sign is compatible with the building scale and will aid visitors in finding the preschool entrance.

We have discussed our proposed preschool entrance wall sign with the City of Dunwoody Staff and we have reduced the number of wall signs being requested to this one entrance wall sign for the preschool. We note the preschool wall sign was previously approved and permitted under the old Dunwoody sign code, but the sign had not been installed by the time that the previous permit expired.



PRESCHOOL ENTRANCE

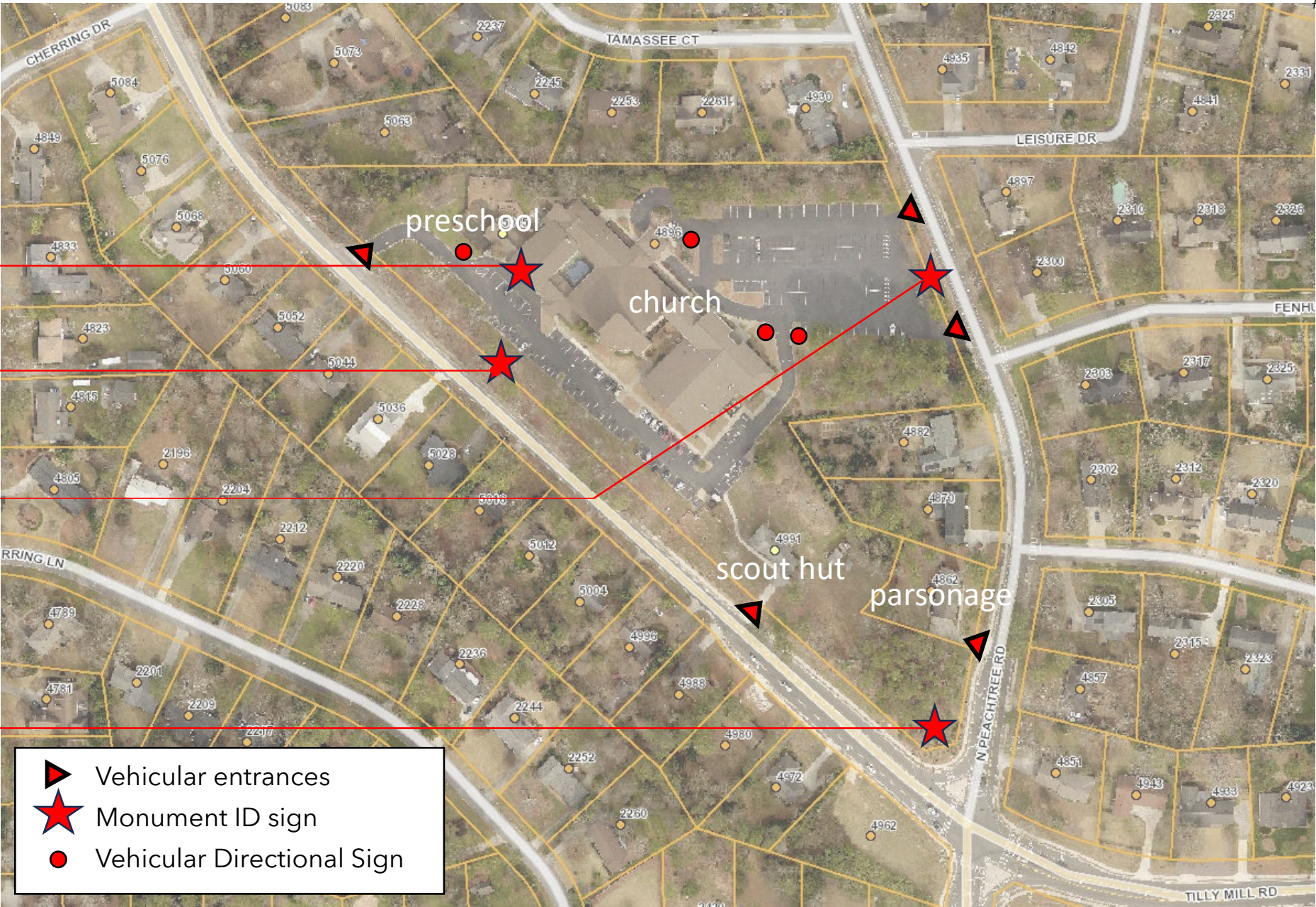
SITE PLAN

preschool building
entrance wall sign

monument ID #1
(under permit)

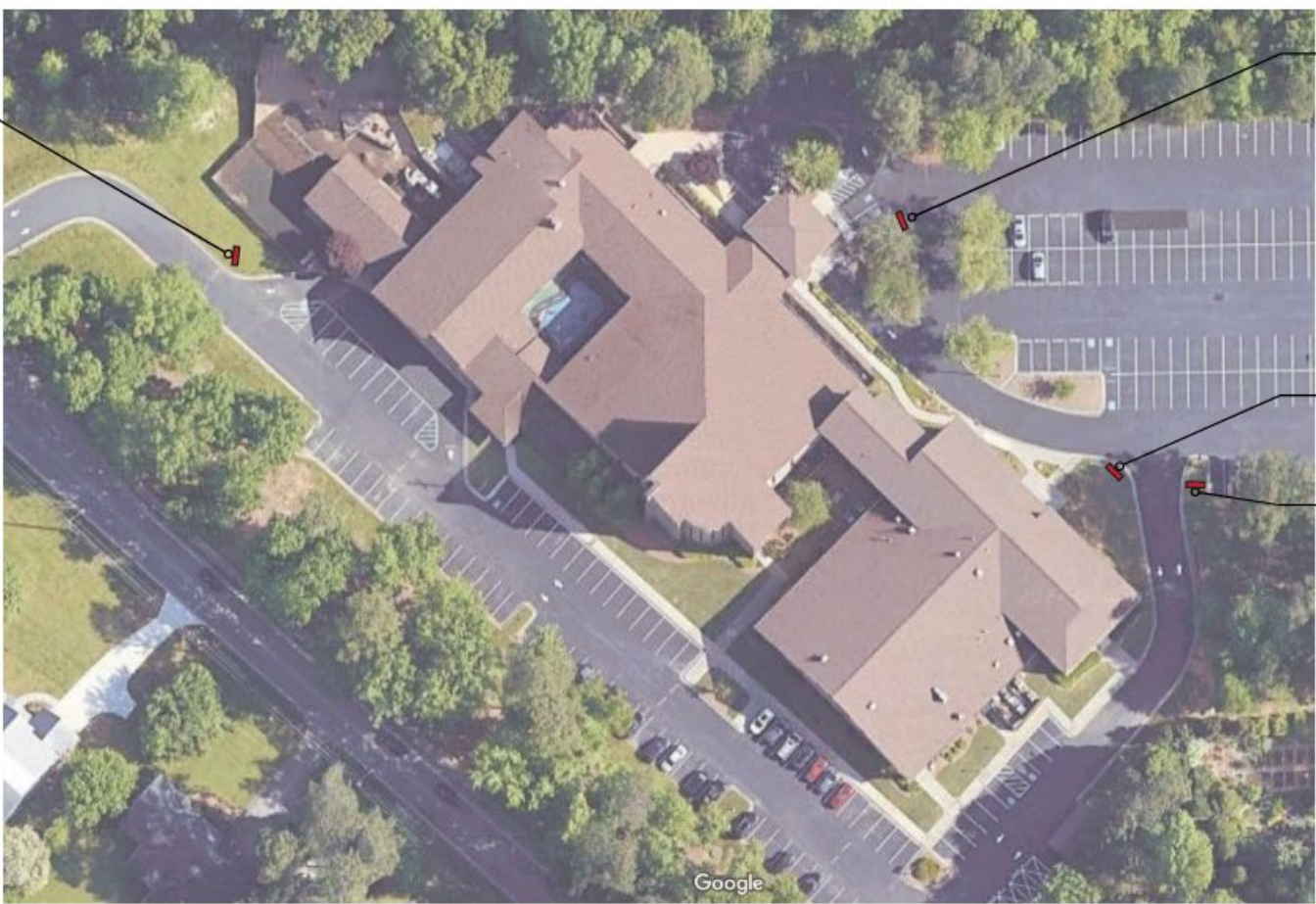
monument ID #2
(under permit)

replacement
monument ID #3



SITE PLAN

Previously
Permitted Vehicular
Directional Signs



03a - VEHICULAR DIRECTIONAL SIGNS



03c

03d



BUILDING SCALE AND ENTRANCES

View from N.
Peachtree
setback 285'
3 entrances



View from Tilly Mill
setback 150 ft.
8 entrances



ELEVEN BUILDING ENTRANCES

Per Sign Code Sec. 20-90 (a)

Allowed 1 wall sign per building entrance each sign to have maximum area of 4 square feet.
Current campus buildings do not have entrance wall signs, and have 11 different points of entry from the exterior.

$4 \times 11 = 44$ sq. ft. total area allowed



View from Tilly Mill
setback 150 ft.
8 entrances



REQUEST FOR RELIEF FROM CODE

Preschool Building Entrance Wall Sign (2'x15' = 30 sq. ft.)



existing



proposed

15'-0"

24"

kingswood preschool

Pin Mounted
Painted Aluminum
Dimensional Letters

Appendix

- Deed / Land Description
- Intersection Plan Site Triangle



Lawyers Title Insurance Corporation

ATLANTA BRANCH OFFICE

DEED TO SECURE DEBT

STATE OF GEORGIA
FULTON County.

THIS INDENTURE, Made the 15th day of January, In the year one thousand nine hundred seventy five, between WILLIS O. JACKSON, JR., GARY T. FULLER, WALTER W. MITCHELL, ADOLF E. POULSEN, WILLIAM G. MCCOY, WILLIAM ROGERS, THOMAS E. HURST as Trustees of Kingswood United Methodist of the County of DeKalb, and State of Georgia, as party or parties of Church the first part, hereinafter called Grantor, and

VIOLA F. and C. A. CHRISTOPHER
as party of the second part, hereinafter called 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 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, ~~all that his certain estate in and to~~

All that tract or parcel of land lying and being in Land Lot 359 of the 18th District of DeKalb County, Georgia, and being more particularly described as follows:

BEGINNING at an iron pin on the southwesterly side of the right-of-way of North Peachtree Road, 785.9 feet northwesterly from the intersection of the southwesterly right-of-way line of North Peachtree Road and the northerly right-of-way line of Tilly Mill Road, said iron pin being located at the northeast corner of property now or formerly owned by Kingswood United Methodist Church; running thence in a northwesterly direction along the southwesterly side of the right-of-way of North Peachtree Road, 180 feet to an iron pin; running thence in a westerly direction along a line which forms an interior angle of 111°17' with the previous course, 389.4 feet to an iron pin at the northeast corner of other properties now or formerly owned by Kingswood United Methodist Church; running thence in a southeasterly direction along the easterly line of the property now or formerly owned by Kingswood United Methodist Church, 230 feet to an iron pin; running thence in an easterly direction along the northerly line of property now or formerly owned by Kingswood United Methodist Church, 333.1 feet to an iron pin on the southwest side of the right-of-way of North Peachtree Road and the POINT OF BEGINNING.

GEORGIA INTANGIBLE TAX PAID

\$ 73.50

2-6-1978
EUGENE E. ADAMS, Tax Commissioner

DEKALB COUNTY, GA. *mf.*

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 one note dated Jan. 15, 1975 made by Grantor to order of Grantee, for the principal sum of TWENTY FOUR THOUSAND FIVE HUNDRED & (\$24,500.00) Dollars NO/100 which indebtedness is due on or before January 15, 1985

which indebtedness is due on or before ^{NOV 100} January 15, 1985

THE DEBT WHICH THIS INSTRUMENT WAS GIVEN TO SECURE HAVING BEEN PAID IN FULL.

THIS INSTRUMENT IS HEREBY CANCELLED AND THE CLERK OF THE SUPERIOR COURT OF

DEKALB COUNTY, GEORGIA, IS HEREBY AUTHORIZED AND DIRECTED TO MARK

IT SATISFIED OF RECORD.

THIS 18 DAY OF January, 1985

ENTERED SATISFIED

APR 12 1985

Filed _____
 to _____
 Secure Edit
 From _____
 To _____
 GEORGIA, _____ County
 Clerk's Office, Superior Court, filed for record _____
 _____, Secretary of DeKalb County, 19____
 CLIENTS OFFICE SUPERIOR COURT DEKALB COUNTY
 at the said Court, and recorded in the _____
 Record and the date of the _____
 recording, _____ Page _____
 ment is shown above.
 19____

 Clerk

WALTER W. MITCHELL

GAMBRELL, RUSSELL, KILDRIN, WADE & FORBES

4000 FIRST NATIONAL BANK TOWER
ATLANTA, GEORGIA 30303

BOOK 3291 PAGE 278

FILED & RECORDED
DEKALB CO. GA.

13. 02 71 0 071

THOMAS E. HURST, as Trustee as aforesaid
(L.S.)

WILLIAM ROGERS, as Trustee as aforesaid (L.S.)

WILLIAM G. MCCOY, as trustee as aforesaid
(L.S.)

DOLF E. PAULSEN, as Trustee as aforesaid
(L.S.)

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 instrument 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 instrument.

TO HAVE AND TO HOLD the said bargained 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 said property, and has a good right to convey it, and it is unencumbered; and Grantor, the said bargained 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 cancelled and surrendered, it being intended by the parties hereto that this instrument shall operate as a deed, and not as a mortgage.

The Grantor covenants and agrees, so long as any indebtedness secured hereby shall remain unpaid, to keep the property and all improvements thereon in as good condition as now exists, natural wear and tear excepted, and also not to demolish, destroy, or remove any permanent structure now existing on the premises or make any alteration thereon that would constitute a structural change without the written consent of the Grantees; to pay all taxes and assessments that may be liens upon said property, as they become due; and to keep the improvements on said property fully insured against loss by fire and other hazards as may, from time to time, be required by Grantee in amounts and companies and with mortgage clause approved by Grantee, and shall deliver the policies of insurance and any renewals thereof to the said Grantee; and that any tax, assessment, prior lien or premium of insurance, not paid when due by the Grantor may be paid by the Grantee, and any sum so paid shall be added to the amount of said principal debt as part thereof, shall draw interest from the time of said payment at the rate of eight per cent per annum, and shall, with interest, be covered by the security of this deed.

AND Grantor hereby further covenants and agrees that in case of any default in any partial payment of said indebtedness or in the due performance of any of the covenants herein expressed to be performed by Grantor, then and in that event, the entire amount of said principal indebtedness, together with any and all sums paid for account of Grantor in accordance with the provisions above set forth, shall, at the option of Grantee, then and thereby become and be due and payable forthwith, with accrued interest, and all expenses and cost of collection, including ten per centum of the amount due as attorney's fees, and the amount of such costs, expenses and fees shall be added to the amount of the debt hereby secured as part thereof, and as such shall also be covered by the security of this deed; and time is the essence of this contract.

Should default occur in the payment of any portion of the indebtedness secured hereby, or taxes, or insurance premiums herein mentioned, or in the performance of any obligation or condition recited herein, then and in that event Grantee shall be at liberty immediately to apply for and shall be entitled as a matter of right, without regard to the value of the property above described, or to the solvency or insolvency of Grantor, to the appointment of a receiver to collect the rents and profits of said property and with the power to sell said property under order of Court and apply the net proceeds of the sale toward the payment of the debt secured by this deed.

In consideration of the loan made Grantor by Grantee, and to further secure the indebtedness of Grantor to Grantee hereunder, Grantor hereby sells, assigns and transfers to Grantee all of the rent which shall hereafter become due or be paid on the above described property; but Grantee agrees that this rent assignment will not be enforced so long as no default on the part of Grantor exists under the terms and conditions of this deed, and while no such default exists, Grantee waives its rights to and its interest in said rents, but upon any default in the performance of any agreement or covenant to be performed by Grantor under the terms of this deed, Grantor agrees that Grantee may enter upon said property and collect the rents therefrom, and hereby constitutes Grantee as Grantor's agent to declare the existence of a default hereunder, and Grantor hereby agrees that any tenant in said property or any renting agent in charge thereof shall be, and is hereby, authorized when a default shall be so declared to exist, to pay any such rents to Grantee, to be applied toward the payment of the debt secured hereby or as provided by law.

The title, interest, rights and powers granted herein by Grantor to Grantee, particularly the power of sale granted herein, shall inure to the benefit of anyone to whom Grantee shall assign the indebtedness herein secured, and/or convey the property herein described, as well as to the successors and legal representatives of Grantee.

In case the debt hereby secured shall not be paid when it becomes due by maturity in due course, or by reason of a default as herein provided, Grantor hereby grants to Grantee, the following irrevocable power of attorney: To sell all or any part of the said property at auction, at the usual place for conducting sales at the Court House in the County where the land or any part thereof lies, in said State, to the highest bidder for cash, after advertising the time, terms and place of such sale once a week for four weeks immediately preceding such sale (but without regard to the number of days) in a newspaper published in the County where the land or any part thereof lies, or in the paper in which the Sheriff's advertisements for such County are published, all other notice being hereby waived by Grantor, and Grantee (or any person on behalf of Grantee) may bid and purchase at such sale and thereupon execute and deliver to the purchaser or purchasers at such sale a sufficient conveyance of said property in fee simple, which conveyance may contain recitals as to the happening of the default upon which the execution of the power of sale herein granted depends, and Grantor hereby constitutes and appoints Grantee the agent and attorney in fact of Grantor to make such recitals, and hereby covenants and agrees that the recitals so made by Grantee shall be binding and conclusive upon Grantor, and that the conveyance to be made by Grantee shall be effectual to bar equity of redemption of Grantor in and to said property, and Grantee shall collect the proceeds of such sale, and after reserving therefrom the entire amount of principal and interest due, together with the amount of taxes, assessments and premiums of insurance or other payments theretofore paid by Grantee, with eight per centum per annum thereon from date of payment, together with all costs and expenses of sale and ten per centum of the aggregate amount due for attorney's fees, shall pay any over-plus to Grantor as provided by law.

AND Grantor further covenants that in case of a sale as hereinbefore provided, Grantor, or any person in possession under Grantor, shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed, in accordance with the provisions of law applicable to tenants holding over.

The power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise and are granted as cumulative to the remedies for collection of said indebtedness provided by law.

It is agreed that the Grantee shall be subrogated to the claims and liens of all parties whose claims or liens are discharged or paid with the proceeds of the loan secured hereby.

Whenever the terms "Grantor" or "Grantee" are used in this deed such terms shall be deemed to include the heirs, administrators, executors, successors and assigns of said parties. All rights and powers herein granted to the Grantee shall inure to and include his, her or its heirs, administrators, executors, successors and assigns, and all obligations herein imposed on the Grantor shall extend to and include Grantor's heirs, administrators, executors, successors and assigns.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed and sealed the day and year first above written.

Signed, sealed and delivered in the presence of

Willis O. Jackson, Jr. (L.S.)
WILLIS O. JACKSON, JR., as Trustee as
aforesaid
Gary T. Fuller (L.S.)
GARY T. FULLER, as Trustee as aforesaid
Walter W. Mitchell (L.S.)
WALTER W. MITCHELL, as Trustee as aforesaid

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