

**STATE OF GEORGIA
COUNTY OF HENRY
CITY OF STOCKBRIDGE**

RESOLUTION NO. R13-578

A RESOLUTION AUTHORIZING THE CITY OF STOCKBRIDGE TO PURCHASE CERTAIN VACANT REAL PROPERTY DESCRIBED IN THE DEED RECORDS ATTACHED HERETO FOR THE PURPOSE OF ALLOWING THE DOWNTOWN DEVELOPMENT AUTHORITY TO MANAGE THAT PROPERTY IN A MANNER CONSISTENT WITH THE PURPOSES OF THE AUTHORITY; AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THE PURPOSES OF THIS RESOLUTION; AUTHORIZING THE CITY CLERK TO ATTEST SIGNATURES AND AFFIX THE OFFICIAL SEAL OF THE CITY, AS NECESSARY; PROVIDING FOR SEVERABILITY; REPEALING INCONSISTENT RESOLUTIONS; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the City of Stockbridge ("City") is a municipal corporation located within Henry County, Georgia duly organized and existing under the laws of the State of Georgia and is charged with providing public services to residents located within the corporate limits of the City; and

WHEREAS, the City now has a fully functioning Downtown Development Authority ("DDA") with all of the powers of such authorities granted by State law; and

WHEREAS, the City has been offered the purchase of property located within the Downtown Development Area as described in the deed records attached hereto as Exhibit "A" consisting of vacant real property for the purchase price of \$1,870,000.00; and

WHEREAS, the property in question is fully described in the deed records attached hereto as Exhibit "A"; and

WHEREAS, the DDA has proven its ability to properly manage and make use of properties in a manner consistent with the purposes of the DDA pursuant to O.C.G.A. § 36-42-1 *et seq.*; and

WHEREAS, the City wishes to purchase the property and improve and manage it in a manner that is consistent with the purposes of the DDA; and

WHEREAS, the above-referenced property described in the deed records attached hereto as Exhibit "A" and incorporated herein by reference, is a property that the City's DDA could make use of for the purposes it was created in a manner that would benefit the downtown area of the City, and promote the welfare of the citizens and businesses of the City of Stockbridge; and

WHEREAS, the Mayor and City Council believe that purchasing the above-referenced property in fee simple for the purpose of deeding it to the DDA will allow the DDA additional flexibility to make use of the property in a manner consistent with its purpose under state law, and in a manner that will benefit the citizens and businesses of the City; and

WHEREAS, the Mayor and City Council, after due consideration, believe that it would be in the best interests of the citizens and businesses of the City of Stockbridge to purchase the above-referenced property in fee simple for the amount of \$1,870,000.00, and desire to grant the Mayor the express authority to sign any document necessary to effectuate that purchase.

NOW THEREFORE, THE COUNCIL OF THE CITY OF STOCKBRIDGE
HEREBY RESOLVES AS FOLLOWS;

Section 1. **Approval** - The Mayor and City Council of the City of Stockbridge hereby approve and authorize the City to purchase the above-referenced vacant real property described in the deed records attached hereto as Exhibit "A" and incorporated herein by reference, for the amount of \$1,870,000.00 and further approve and authorize the Mayor to execute all documents necessary to effectuate that purchase.

Section 2. **Approval of Execution** - The Mayor is hereby authorized to sign all documents necessary to effectuate this Resolution.

Section 3. **Documents** - The City Clerk is authorized to execute, attest to, and seal any documents which may be necessary to effectuate this Resolution, subject to approval as to form by the City Attorney.

Section 4. **Severability** - To the extent any portion of this Resolution is declared to be invalid, unenforceable, or non-binding, that shall not affect the remaining portions of this Resolution.

Section 5. **Repeal of Conflicting Provisions** - All City resolutions inconsistent with this Resolution are hereby repealed.

Section 6. **Effective Date** - This Resolution shall be effective on the date of its approval by the City Council and Mayor as provided in the City Charter.

SO RESOLVED, this the 30th day of December, 2013.

CITY OF STOCKBRIDGE, GEORGIA


MARK A. ALARCON, MAYOR

ATTEST:


RHONDA A. BLACKMON, CITY CLERK

APPROVED AS TO FORM:


WILLIAM J. LINKOUS, III, CITY ATTORNEY

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BOOK PAGE
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DOCH 022899
FILED IN OFFICE
05/13/2005 10:24 AM
BK:8094 PG:236-238
JUDITH A LEWIS
CLERK OF SUPERIOR COURT
HENRY COUNTY

J. Lewis
REAL ESTATE TRANSFER TAX
PAID: \$15.00

PT-41075-2005-005519

RETURN TO:
SMITH, WELCH & BRITTAIN
1239 HAGLE'S LANDING PARKWAY
STOCKBRIDGE, GEORGIA 30281
#05-5343

WARRANTY DEED

STATE OF GEORGIA,
HENRY COUNTY.

IN CONSIDERATION OF ONE DOLLAR AND OTHER VALUABLE CONSIDERATION to be paid,
I, J. H. THURMAN, of the County of Henry, State of Georgia, do hereby sell and
convey unto MOSS PROPERTIES, L.L.C., a Georgia limited liability company, of the
County of Henry, State of Georgia, its heirs and assigns, a tract or parcel of
land, which is described as follows:

Tract One:

All that tract or parcel of land lying and being in the City of Stockbridge
in the 12th Land District of Henry County, Georgia, per survey and plat of said
property made by T. J. Collins, Surveyor, dated October 8, 1960, and more
particularly described in accordance with said plat as follows:

BEGINNING at an iron pin 216 Feet North of the center of State Highway No.
42 directly North of the intersection of State Highway 42 and Quarry Road, and
said point of beginning being at the Northeast corner of the H. H. Crumbley
property; thence running North from said point 873 feet to an iron pin; thence
North 77 degrees 30 minutes West 606 feet to a post; thence South 7 degrees 30
minutes East along a fence 830 feet to a point; thence North 85 degrees East 153
feet to a point; thence South 5 degrees East 177 feet to the Northwest corner to
the J. H. Thurman lot; thence East along the North line of the J. H. Thurman lot
and the North line of the H. H. Crumbley lot 325 feet to the POINT OF BEGINNING.

Being part of the property conveyed to W. G. Meier by J. R. Elliott in deed
dated March 16, 1936, of record in Deed Book 28, Page 515, Henry County records.

*Portion
of
Parcel
14*

X

This being the same property conveyed by deed from Tommie Griggors Meier to J. H. Thurman, filed for record at Deed Book 67, Page 97, Henry County records.

11-21-63

Tract Two:

All that tract or parcel of land lying and being in Land Lot 61 of the 12th District of Henry County, Georgia, and in the City of Stockbridge, per survey and plat made for H. H. Crumbley Estate by Joe Rowan, Jr., Henry County Surveyor, dated January 30, 1968, and more particularly described as follows:

BEGINNING at an iron pin on the North right-of-way line of State Highway No. 42, said iron pin being where the East line of said Land Lot 61 intersects said right-of-way line, thence running North 89 degrees 10 minutes West along said right-of-way line 134.4 feet to an iron pin; thence North 5 degrees 01 minute West 249 feet to an iron pin; thence South 87 degrees 36 minutes East 155 feet to an iron pin on the East line of said Land Lot 61; thence North 0 degrees 15 minutes East along the East line of said Land Lot 61 a distance of 242.4 feet to the POINT OF BEGINNING.

South??

This being the same property conveyed by deed from Walter B. Crumbley to J. H. Thurman, filed for record at Deed Book 98, Page 572, Henry County, Georgia records.

3-7-68

Tract Three:

All that tract or parcel of land lying and being in the City of Stockbridge in the 12th Land District of Henry County, Georgia, situated on the North side of State Highway No. 42, and more particularly described as follows:

BEGINNING at the Southeast corner of the W. G. Meier property, being the Southwest corner of the H. H. Crumbley property, and running North from said point along the East line of the W. G. Meier property 244 feet to property of W. G. Meier; thence East along the South line of the W. G. Meier property 172 feet; thence South 244 feet, more or less, to the right-of-way of said Highway 42; thence West along the right-of-way of said highway 172 feet to the POINT OF BEGINNING, and bounded as follows:

On the North and West by property of W. G. Meier; on East by property of H. H. Crumbley; and on the South by State Highway 42.

Tract Four:

All that tract or parcel of land containing 1.366 acres, lying and being in the City of Stockbridge in Land Lot 61 of the 12th District of Henry County, Georgia, per plat of survey made for Sandra M. Suber by Lewis Hurd Surveyors, dated March 17, 1980, and being more particularly described as follows:

BEGINNING at an iron pin on the North right-of-way line of State Highway 42, U.S. Highway 23, said iron pin being 292.6 feet West along said right-of-way line from its intersection with the center of Rock Quarry Road, if the center of said Road were extended to the North right-of-way line of said Highway; thence running North 89 degrees 00 minutes West along the North right-of-way line of

Parcel
13

Part of
Parcel
14

Parcel
15

said highway 143 feet to an iron pin; thence North 07 degrees 05 minutes West 394.4 feet along a fence to an iron pin; thence North 83 degrees 39 minutes East 153 feet to an iron pin found; thence South 05 degrees 30 minutes East 412.7 feet to the POINT OF BEGINNING.

Tract Five:

Portion
of
Parcel
14

All that tract or parcel of land containing 3.15 acres lying and being in the City of Stockbridge, in Land Lot 61 of the 12th District of Henry County, Georgia, being the 3.15 acre tract of land shown on plat of Spanish Village Subdivision revisions in Lots 15, 16 and 17, dated November 29, 1971, made by David Charles Jones, Registered Land Surveyor, of record in Plat Book 4, Page 296, Henry County records, and more particularly described as follows:

BEGINNING at an iron pin in the Northeast corner of said Land Lot 61, thence running South 1 degree 03 minutes West along the East line of said Land Lot 61 a distance of 523 feet to an iron pin; thence North 89 degrees 15 minutes West 246.2 feet; thence North 9 degrees 04 minutes West along the Easterly line of Lot 15 shown on said plat 122 feet; thence North 0 degrees 59 minutes East along the Easterly line of Lot 16 shown on said plat 248 feet; thence North 8 degrees 30 minutes East along the Easterly line of Lot 17 shown on said plat 156 feet to the North line of said Land Lot 61; thence South 89 degrees 15 minutes East along said land lot line 251 feet to the POINT OF BEGINNING.

TO HAVE AND TO HOLD said land and appurtenances unto said MOSS PROPERTIES, L.L.C., a Georgia limited liability company, its heirs, executors, administrators, and assigns, in fee simple.

I warrant the title to said land against the lawful claims of all persons.

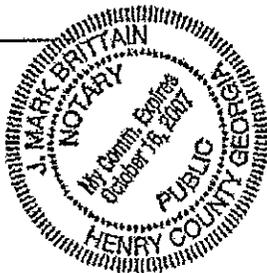
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this the 2nd day of May, 2005.

Signed, sealed and delivered
in the presence of:

[Signature]
Unofficial Witness

[Signature] (SEAL)
J. H. THURMAN

[Signature]
Notary Public



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DOCH 022900
FILED IN OFFICE
05/13/2005 10:24 AM
BK=8074 PG=239-241
JUDITH A LEWIS
CLERK OF SUPERIOR COURT
HENRY COUNTY

Judith A. Lewis
REAL ESTATE TRANSFER TAX
PAID: \$0.00

PT-61075-2005-005520

RETURN TO:
SMITH, WELCH & BRITTAIN
1239 Eagle's Landing Parkway
Stockbridge, Georgia 30281
#05-5543

QUITCLAIM DEED

STATE OF GEORGIA,

HENRY COUNTY.

THIS INDENTURE, made this the 2nd day of May, 2005, between J. H. THURMAN, of the first part, and MOSS PROPERTIES, L.L.C., a Georgia limited liability company, of the second part,

WITNESSETH: That the said party of the first part for and in consideration of ONE DOLLAR AND OTHER VALUABLE CONSIDERATION, cash in hand paid, the receipt of which is hereby acknowledged, has bargained, sold and does by these presents bargain, sell, remise, release and forever quit-claim to the said party of the second part, its heirs and assigns, all the right title, interest, claim or demand which the said party of the first part has or may have had in and to:

All that tract or parcel of land lying and being in Land Lot 61 of the 12th District of Henry County, Georgia, and being 17.531 acres as shown on a plat of survey made of "Property on North Henry Boulevard", prepared for Roger Moss, prepared by Vaughn & Drake Surveyors, Inc., dated November 22, 2004, which said plat of survey is incorporated herein and by reference thereto being more particularly described as follows:

42

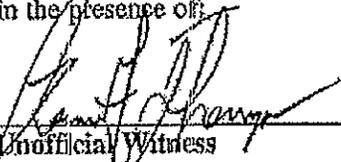
BEGINNING at an iron pin found at the point where Land Lots 61, 62, 68 and 67 of the 12th District of Henry County, Georgia converge; thence proceeding along the East land lot line of Land Lot 61, said district and county South 03 degrees 32 minutes 42 seconds East 654.50 feet to an iron pin found; thence continuing along said land lot line South 02 degrees 53 minutes 10 seconds East 1,080.11 feet to a point located on the North right-of-way line of U.S. Highway 23 - S.R. 42, a/k/a North Henry Boulevard (R/W varies); thence proceeding along said right-of-way line South 88 degrees 17 minutes 25 seconds West 439.67 feet to a point; thence leaving said right-of-way line North 10 degrees 24 minutes 37 seconds West 377.80 feet to an iron pin placed; thence proceeding North 10 degrees 23 minutes 00 seconds West 311.28 feet to an iron pin found; thence proceeding North 10 degrees 27 minutes 57 seconds West 219.81 feet to an iron pin found; thence proceeding North 09 degrees 58 minutes 33 seconds West 296.82 feet to an iron pin found; thence proceeding North 84 degrees 24 minutes 08 seconds East 90.22 feet to an iron pin found; thence proceeding North 86 degrees 40 minutes 53 seconds East 256.98 feet to a 1" rod found; thence proceeding North 13 degrees 54 minutes 02 seconds West 122.27 feet to an iron pin found; thence proceeding North 05 degrees 01 minute 25 seconds West 248.00 feet to a 1" rod found; thence proceeding North 05 degrees 29 minutes 43 seconds East 156.00 feet to an iron pin placed on the North land lot line of Land Lot 61, said district and county; thence proceeding along the North land lot line of said Land Lot 61 North 86 degrees 45 minutes 30 seconds East 250.55 feet to an iron pin found at the point where Land Lots 61, 62, 68 and 67 of the 12th District of Henry County converge, said point being the POINT OF BEGINNING,

with all the rights, members and appurtenances to the said described premises in anywise appertaining or belonging.

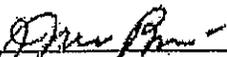
TO HAVE AND TO HOLD the said described premises unto the said party of the second part, his heirs and assigns, so that neither the said party of the first part nor his heirs, nor any other person or persons claiming under him shall at anytime, claim or demand any right, title or interest to the aforesaid described premises or its appurtenances.

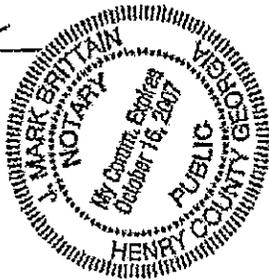
IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand and affixed his seal the day and year above written.

Signed, sealed and delivered
in the presence of:


Unofficial Witness

 (SEAL)
J. H. THURMAN


Notary Public



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05/13/2005 10:24 AM
BK:8094 PG:242-257
JUDITH A LEWIS
CLERK OF SUPERIOR COURT
HENRY COUNTY

RETURN TO:
SMITH, WELCH & BRITTAIN
1239 Eagle's Landing Parkway
Stockbridge, Georgia 30281
#05-5462

DEED TO SECURE DEBT
AND SECURITY AGREEMENT

State of Georgia,

County of Henry.

THIS DEED TO SECURE DEBT AND SECURITY AGREEMENT (this "Deed"), made and entered into as of the 2nd day of May, 2005, by and between MOSS PROPERTIES, L.L.C., a Georgia limited liability company, party of the first part ("Grantor"), having a business address at P. O. Box 342, Stockbridge, Georgia 30281, and THE PARK AVENUE BANK, a Georgia State bank, party of the second part (together with its successors and assigns, "Grantee"), having a business address at 1400 South Cedar Street, McDonough, Georgia 30253;

WITNESSETH:

THAT, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, and in order to secure the indebtedness and other obligations hereinafter set forth, Grantor has granted, bargained, sold and conveyed, and does hereby grant, bargain, sell and convey, unto Grantee the following property (collectively, the "Premises"), to-wit:

(a) All that certain tract or parcel of land (the "Land") lying and being in Henry County, Georgia and being more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference; and

(b) All buildings, structures and other improvements of every kind and nature whatsoever now or hereafter situated on the Land; and all machinery, equipment, fixtures, appliances and building, construction, development and landscaping supplies and materials now or hereafter placed on or in the Land; and all of the things addressed in this paragraph (b), whether generally or specifically, shall be deemed to be fixtures and accessions to the freehold and a part

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of the Land as between the parties hereto and all persons claiming, by, through or under either of them; and

(c) All and singular the easements, rights-of-way, strips and gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, estates, rights, titles, interests, minerals, royalties, privileges, liberties, tenements, hereditaments and appurtenances whatsoever, in any way now or hereafter belonging, relating or appertaining to the Land or the improvements now or hereafter located thereon, or any part thereof, whether now owned or hereafter acquired by Grantor, and the reversion or reversions, remainder and remainders, rents, issues and profits thereof; and all right to receive excess payments in any tax sale of the Land and the improvements now or hereafter located thereon, or any part thereof; and all the estate, right, title, interest, claim and demand whatsoever of Grantor of, in and to the same; and

(d) Any and all rents which are now due or may hereafter become due by reason of the renting, leasing and bailment of the Land or the improvements now or hereafter located thereon, or any part thereof; and

(e) Any and all awards or payments, including interest thereon, and the right to receive the same, as a result of (i) the exercise of the right of eminent domain, (ii) the alteration of the grade of any street, or (iii) any other injury to the taking of, or decrease in the value of, the Land or the improvements now or hereafter located thereon;

TO HAVE AND TO HOLD all the aforesaid Premises to the use, benefit and behoof of the Grantee, its successors and assigns, in FEE SIMPLE forever. Grantor warrants that Grantor has good title to the Premises, and is lawfully seized and possessed of the Premises and every part thereof, and has the right to convey same; that the Premises are unencumbered; and the Grantor will forever warrant and defend the title to the Premises unto Grantee against the claims of all persons whomsoever.

This instrument is a deed and security agreement passing legal title to the Premises to Grantee pursuant to the laws of the State of Georgia governing loan or security deeds and security agreements, and is not a mortgage; and is made and intended to secure the payment of the indebtedness of Grantor to Grantee as evidenced by a certain Promissory Note of even date herewith (as the same may be modified, amended, extended, renewed, replaced and consolidated from time to time, the "Note") from Grantor and payable to the order of Grantee in the principal sum of ONE MILLION EIGHT HUNDRED FIFTY & 00/100 DOLLARS (\$1,850,000.00) with a final maturity date occurring on or before May 2, 2007, the Note being made a part hereof by this reference, and together with any advances by Grantee or any transferee of Grantee for the purpose of paying taxes or premiums on insurance on the Premises or to repair, maintain or improve the Premises (whether or not Grantor is at that time the owner of the Premises), and together with any and all other indebtedness now owing or which may hereafter be owing by Grantor to Grantee, however incurred (all of which present and future indebtedness are collectively referred to herein as the "Secured Indebtedness").

Grantor covenants and agrees as follows:

ARTICLE I

1.01. Payment of Secured Indebtedness. Grantor shall pay to Grantee the Secured Indebtedness with interest thereon as in the Note and this Deed provided, as and when the same becomes due and payable.

1.02. Payment of Taxes, Etc. Grantor shall pay, when due and payable, (a) all taxes, assessments, general or special, and other charges levied on, or assessed, placed or made against the Premises, this Deed, the Note or the Secured Indebtedness or any interest of the Grantee in the Premises or the obligations secured hereby; (b) premiums on policies of fire and other hazard insurance covering the Premises, as required in Section 1.03 herein; (c) premiums on all collaterally pledged life insurance policies, if any; (d) premiums for mortgage insurance, if this Deed and the Note are so insured; and (e) ground rents or other lease rentals, if any, payable by Grantor. If Grantor fails to promptly make any such payment, then Grantee may, at its option, make such payment, without notice, and the amount so advanced shall become part of the Secured Indebtedness and shall bear interest from the date advanced at the rate of interest from time to time in effect in the Note for principal. If, in the opinion of Grantee, any state, federal, municipal or other governmental law, order, rule or regulation prohibits Grantor from paying any such tax, assessment or other charge or would penalize Grantee if Grantor were to make such payment, or if, in the opinion of Grantee, the making of such payment might result in the imposition of interest beyond the maximum amount permitted by applicable law, then the Secured Indebtedness shall, at the option of Grantee, become immediately due and payable.

1.03. Insurance. (a) Grantor shall maintain public liability insurance with coverages and amounts acceptable to Grantee. Grantor shall keep improvements (if any) on the Premises insured for the benefit of Grantee against loss or damage by fire, lightning, windstorm, hail, collapse, explosion, malicious mischief, riot, riot attending a strike, civil commotion, aircraft, vehicles and smoke and such other hazards as Grantee may from time to time require, all in amounts approved by Grantee not exceeding 100% of full insurable value. All insurance herein provided for shall be in form and with companies approved by Grantee; and, regardless of the types or amounts of insurance required and approved by Grantee, Grantor shall assign and deliver to Grantee, as collateral and further security for the payment of the Secured Indebtedness, all policies of insurance which insure against any loss or damage to the Premises, with loss payable to Grantee, without contribution, pursuant to the New York Standard or other mortgagee clause satisfactory to Grantee. If Grantee, by reason of such insurance, receives any money for loss or damage, such amount shall, at the option of Grantee, either be disbursed for the repair and restoration of the Premises in accordance with and subject to the conditions for disbursement that Grantee would customarily impose as a prudent lender in a construction or development loan, or retained by Grantee and applied toward payment of the Secured Indebtedness. Grantee shall in no event be obligated to see to the proper application of any amount paid over to Grantor.

(b) Not less than ten (10) days prior to the expiration date of each policy of insurance required of Grantor pursuant to this 1.03, and of each policy of insurance held as additional collateral to secure the Secured Indebtedness, Grantor shall deliver to Grantee a renewal policy or policies marked "premium paid" or accompanied by other evidence of payment satisfactory to Grantee.

(c) In the event of a foreclosure of this Deed, the purchaser of the Premises shall succeed to all the rights of Grantor in and to all policies of insurance required by this 1.03 and all policies of insurance assigned or delivered to Grantee regardless of whether or not required by this 1.03, including without limitation the right to unearned premiums.

1.04. Condemnation. Notwithstanding any taking of, injury to, or decrease in the value of, any portion of the Premises by or as the result of eminent domain, the alteration of the grade of any street, or any other public or quasi-public action, Grantor shall continue to pay principal and interest on the Secured Indebtedness, and any reduction in the Secured Indebtedness resulting from the application by Grantee of any award or payment for such taking, alteration, injury or decrease in value of the Premises shall be deemed to take effect only on the date of such receipt. Any such award or payment may, at the option of Grantee, be retained and applied by Grantee toward payment of the Secured Indebtedness, or be paid over, wholly or in part, to Grantor for the purpose of altering, restoring or rebuilding any part of the Premises which may have been altered, damaged or destroyed as a result of any such taking, alteration of grade, or other injury to the Premises, or for any other purpose or object satisfactory to Grantee, but Grantee shall not be obligated to see to the application of any amount paid over to Grantor. If, prior to the receipt by Grantee of such award or payment, the Premises shall have been sold on foreclosure of this Deed, Grantee shall have the right to receive said award or payment to the extent of any deficiency found to be due upon such sale, whether or not a deficiency judgment on this Deed shall have been sought or recovered or denied, together with legal interest thereon and the costs (including fifteen percent (15%) of the principal and interest as attorney's fees) incurred by Grantee in the obtaining and collection of such award or payment.

1.05. Care of Premises. Grantor shall maintain the Premises in good condition and repair, shall not commit or suffer any waste to the Premises, and shall comply with, or cause to be complied with, all restrictive covenants, statutes, ordinances and requirements of any governmental authority relating to the Premises and the use thereof or any part thereof. Grantor shall promptly repair, restore, replace or rebuild any part of the Premises, now or hereafter encumbered by this Deed, which may be affected by any proceeding of the character referred to in 1.04 herein. No part of the Premises, including, but not limited to, any building, structure, parking lot, driveway, landscape scheme, timber or other ground improvement, equipment or other property, now or hereafter conveyed as security by or pursuant to this Deed, shall be removed, demolished or materially altered without the prior written consent of Grantee. Grantor shall complete, within a reasonable time, and pay for any building, structure or other improvement at any time in the process of construction on the property herein conveyed. Grantor shall not initiate, join in or consent to any change in any private restrictive covenant, zoning ordinance or other public or private restrictions limiting or defining the uses which may be made

of the Premises or any part thereof. Grantee and any persons authorized by Grantee shall have the right to enter and inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose.

1.06. Security Agreement. (a) This Deed shall also constitute a security agreement within the meaning of the Uniform Commercial Code of the State of Georgia (the "Code") with respect to all the following: (i) all sums of Grantor on deposit with Grantee from time to time (the "Deposits"); (ii) if the Land is to be subdivided into lots, all income received from the sale of such lots (the "Lot Sales Income"); (iii) all fixtures and personal property included (whether generally or specifically) in the definition of "Premises" set forth hereinabove and now or hereafter acquired by Grantor, and all replacements, substitutions and additions thereto (the "Fixtures and Personalty"); (iv) all plans, specifications, drawings, surveys, contracts (including contracts with general contractors and architects) and subcontracts related to the improvement and development of the Premises (the "Improvement Documents"); and (v) all proceeds (including cash proceeds and proceeds of proceeds) of all of the foregoing (all such Deposits, Lot Sales Income, Fixtures and Personalty, Improvement Documents and proceeds are collectively referred to herein as the "Collateral"). Grantor hereby grants to Grantee a security interest in and to the Collateral and every component thereof, and does hereby transfer and assign to Grantee all of Grantor's right, title and interest in and to the Collateral and every component thereof, to secure the payment of the Secured Indebtedness as and when the same becomes due and payable. With respect to the Fixtures and Personalty, while an Event of Default is subsisting, Grantee shall also have the right (i) to proceed against the Fixtures and Personalty in accordance with Grantee's rights and remedies with respect to the real property, in which event the provisions of the Code shall not govern the default and Grantee's remedies, or (ii) to proceed against the Fixtures and Personalty separately from the real property. When proceeding against any of the Collateral under the provisions of the Code, ten (10) days' notice of Grantee's determination to proceed against such Collateral shall be deemed reasonable notice. The reasonable expenses of retaking, holding, preparing for sale and selling the Collateral shall be deemed to include (without limitation) attorneys' fees equal to fifteen percent (15%) of the unpaid principal and interest. Grantor agrees not to remove any of the Fixtures and Personalty from the Premises without the prior written consent of Grantee; provided, however, that Grantor may sell or otherwise dispose of obsolete, inadequate, useless or unserviceable items of the Fixtures and Personalty in the ordinary course of its management and operation of the Premises without Grantee's consent. At the request of Grantee from time to time, Grantor will provide Grantee with an inventory or schedule of all of the Collateral.

(b) Grantor further covenants and agrees that all of the Fixtures and Personalty are and shall be owned by Grantor and, except as disclosed to and approved by Grantee in writing, shall not be the subject matter of any lease or other instrument, agreement or transaction whereby the ownership or beneficial interest thereof or therein shall be held by any person or entity other than Grantor, nor shall Grantor create or cause to be created any security interest covering any such property other than the security interest created herein in favor of Grantee.

1.07. Further Assurances. Grantor shall execute and deliver (and pay the costs of preparation and recording thereof) to Grantee and to any subsequent holder from time to time, upon demand, any further instrument or instruments, including, but not limited to, security deeds, security agreements, financing statements, assignments and renewal and substitution notes, so as to reaffirm, to correct and to perfect the evidence of the obligation hereby secured and the legal security title of Grantee to all or any part conveyed, later substituted for, or acquired subsequent to the date of this Deed and extensions or modifications thereof. Grantor, upon request, made either personally or by mail, shall certify by a writing, duly acknowledged, to Grantee or to any proposed assignee of this Deed, the amount of principal and interest then owing on the Secured Indebtedness and whether or not any offsets or defenses exist against the Secured Indebtedness, within six (6) days in case the request is made personally, or within ten (10) days after the mailing of such request in case the request is made by mail.

1.08. Expenses. Upon demand Grantor shall pay, or reimburse Grantee for the payment of, all attorneys' fees, costs and expenses incurred by Grantee in any suit, action, legal proceeding or dispute of any kind in which Grantee is made a party or appears as party plaintiff or defendant, affecting the Secured Indebtedness, this Deed or the rights and interest created herein, or the Premises, including without limitation the exercise of the power of sale contained in this Deed, any condemnation action involving the Premises or any action to protect the security hereof; and any such amounts paid by Grantee shall be added to the indebtedness secured by this Deed.

1.09. Subrogation. 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 Secured Indebtedness or otherwise discharged or paid by Grantee. Grantor waives all rights of subrogation until all obligations secured hereby have been paid in full.

1.10. Transfer of the Premises. Grantor shall not sell, transfer, lease, let, mortgage, pledge, encumber, create a security interest in, or otherwise hypothecate all or any part of the Premises without Grantor's prior written consent. Grantee may, in its sole discretion, consent to any such sale or transfer, but such consent shall not be deemed to constitute a novation. Should Grantee consent to such sale or transfer, it will be deemed to have waived its right to declare an Event of Default for a breach of this 1.10 only if, prior to the consummation of such sale or transfer: (a) Grantee determines that the credit of the purchaser or transferee is satisfactory; (b) the purchaser or transferee agrees to pay interest on the amount owed to Grantee under the Note and under this Deed at such rate as Grantee may then require; (c) the purchaser or transferee executes an assumption agreement acceptable to Grantee that obligates the purchaser or transferee to keep all the promises and agreements made in the Note and this Deed whether according to their original terms or as amended pursuant to the assumption agreement; and (d) the purchaser or transferee pays the transfer fee then required by Grantee. The foregoing provisions will apply to each and every sale and transfer whether or not the Grantee has consented to any previous sale or transfer.

1.11. Limit of Validity. If from any circumstance whatsoever the fulfillment of any provision of this Deed, the Note or the Loan Agreement, at the time that the performance of such

provision is due, involves transcending the limit of validity presently prescribed by any applicable usury statute or any other applicable law, with regard to obligations of like character and amount, then *ipso facto* the obligation to be fulfilled shall be reduced to the limit of such validity, so that in no event shall any exaction be possible under this Deed, the Note or the Loan Agreement that is in excess of the applicable limit of such validity, but such obligation shall be fulfilled to the limit of such validity. The provisions of this 1.11 shall control every other provision of this Deed, the Note and the Loan Agreement.

1.12. Periodic Certifications. Grantor shall deliver to Grantee, at any time within ten (10) days after notice and demand by Grantee, but not more frequently than once per month, a statement in such reasonable detail as Grantee may request, certified by the Grantor, of any and all expenses related to and income derived from the Premises for the twelve (12) calendar months preceding the giving of such notice, and, on demand, Grantor shall furnish to Grantee with convenient facilities for the audit and verification of any such statement.

1.13. Hazardous Materials. Grantor warrants and represents to Grantee that, to the best of Grantor's knowledge, no portion of the Premises has been used for the storage or dumping of, or has become contaminated with, any hazardous materials as contemplated in any federal, state or local law, ordinance or regulation from time to time in effect. Grantor covenants and agrees: (i) not to cause or permit the Premises to be used for the storage or dumping of any such hazardous materials; and (ii) promptly to remove and clean up any such hazardous materials that may now or hereafter be discovered on the Premises, at Grantor's sole cost and expense.

ARTICLE II

2.01. Events of Default. Each of the following events shall constitute an "Event of Default" under this Deed:

(a) should Grantor fail to pay the Secured Indebtedness or any part thereof when due;

(b) should any warranty or representation of Grantor herein contained, or contained in any instrument, transfer, certificate, statement, conveyance, assignment or loan agreement given with respect to the Secured Indebtedness, prove untrue or misleading in any material respect;

(c) should the Premises be subject to actual or threatened waste, or any part thereof be removed, demolished or materially altered so that the value of the Premises be diminished except as provided for in 1.04;

(d) should any federal tax lien or claim of lien for labor or material be filed of record against Grantor or against the Premises and not be removed by payment or bond within thirty (30) days from date of recording;

(e) should a third party assert the priority of a lien, security interest, or security deed over that of this Deed in any legal proceeding;

(f) should Grantor or any guarantor of the loan secured by this Deed (Grantor and the guarantors are referred to in this 2.01 collectively as the "Obligors" and individually as an "Obligor") make any assignment for the benefit of creditors; or should a receiver, liquidator or trustee of any of the Obligors or of any of an Obligor's properties be appointed; or should any petition for the bankruptcy, reorganization or arrangement of an Obligor, pursuant to the Federal Bankruptcy Code or any similar federal or state statute, be filed and not dismissed within ninety (90) days; or should an Obligor be adjudicated as bankrupt or insolvent; or should an Obligor in any proceeding admit insolvency or an inability to pay debts as they fall due; or should an Obligor, if a corporation, be liquidated or dissolved or its articles of incorporation expire or be revoked, or if a partnership or business association, be dissolved or partitioned, or if an individual, die, or if a trust, be terminated or expire;

(g) Should Grantor fail to keep, observe, perform, carry out and execute in every particular the covenants, agreements, obligations and conditions set out in, or should a breach, default event of default or failure of condition or performance (however denominated), occur under, this Deed, the Note, that certain loan agreement of even date herewith (the "Loan Agreement") between Grantor and Grantee, or any other document or instrument securing or given with respect to the Secured Indebtedness (this Deed, the Note, the Loan Agreement and all such other documents and instruments are collectively referred to herein as the "Loan Documents");

(h) should any event occur under any instrument, deed or agreement, given or made by an Obligor to or with any third party which would authorize the acceleration of any debt to any such third party, the acceleration of which would materially affect such Obligor's ability to pay when due any amounts owed to Grantee;

(i) should Grantee at any time in good faith deem itself insecure in the timely repayment of the Secured Indebtedness or in the sufficiency of the security and collateral therefor;

(j) should there occur any sale, transfer, leasing, or encumbering of all or any portion of the Premises without the prior written consent of Grantee, which consent may be withheld or delayed in the sole discretion of Grantee;

(k) should there occur any change in the legal or equitable ownership of a controlling interest in Grantor or in the legal or equitable ownership of, or the management of, the Premises, if in Grantee's sole judgment such change materially and adversely affects the ability of Grantor to perform its obligations under the Loan Documents; or

(l) should Grantor default in the performance of its obligations of payment or performance under any other present or future loan made by Grantee to Grantor.

2.02. Enforcement, etc. If an Event of Default occurs and is subsisting, Grantee may do any one or more of the following:

(a) enter upon and take possession of the Premises, with or without the appointment of a receiver or an application therefor, employ a managing agent of the Premises and let the same, either in its own name, or in the name of Grantor, and receive the rents, incomes, issues and profits of the Premises and apply the same, after payment of all necessary charges and expenses, on account of the Secured Indebtedness; and Grantor will transfer and assign to Grantee, in form satisfactory to Grantee, Grantor's interest as lessor in any lease now or hereafter affecting the whole or any part of the Premises;

(b) pay any sums in any form or manner deemed expedient by Grantee to protect the security of this instrument or to cure any Event of Default other than payment of interest or principal on the Secured Indebtedness; make any payment hereby authorized to be made according to any bill, statement or estimate furnished or procured from the appropriate public officer or the party claiming payment without inquiry into the accuracy or validity thereof, and the receipt of any such public officer or party in the hands of Grantee shall be conclusive evidence of the validity and amount of items so paid, in which event the amounts so paid, with interest thereon from the date of such payment at the default rate of interest specified in the Note shall be added to and become a part of the Secured Indebtedness and be immediately due and payable to Grantee; and Grantee shall be subrogated to any encumbrance, lien, claim or demand, and to all the rights and securities for the payment thereof, paid or discharged with the principal sum secured hereby or by Grantee under the provisions hereof, and any such subrogation rights shall be additional and cumulative security to this instrument;

(c) declare the entire Secured Indebtedness immediately due, payable and collectible, regardless of maturity, and, in that event, the entire Secured Indebtedness shall become immediately due, payable and collectible; and thereupon, Grantee may sell and dispose of the Premises at public auction, at the usual place for conducting sales at the courthouse in the county where the Premises or any part thereof may be located, to the highest bidder for cash, first advertising the time, terms and place of such sale by publishing a notice thereof once a week for four consecutive weeks (without regard to the actual number of days) in a newspaper in which sheriff's advertisements are published in said county, all other notice being hereby waived by Grantor; and Grantee may thereupon execute and deliver to the purchaser at said sale a sufficient conveyance of the Premises 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 said recitals shall be presumptive evidence that all preliminary acts prerequisite to said sale and deed were in all things duly complied with; and Grantee, its agents, representatives, successors or assigns, may bid and purchase at such sale; and Grantor hereby constitutes and appoints Grantee or

its assigns as agent and attorney-in-fact to make such recitals, sale and conveyance, and all of the acts of such attorney-in-fact are hereby ratified, and Grantor agrees that such recitals shall be binding and conclusive upon Grantor and that the conveyance to be made by Grantee, or its assign (and in the event of a deed in lieu of foreclosure, then as to such conveyance) shall be effectual to bar all right, title and interest, equity of redemption, including all statutory redemption, homestead, dower, curtesy and all other exemptions of Grantor, or its successors in interest, in and to said Premises; and Grantee, or its assign, shall collect the proceeds of such sale, reserving therefrom all unpaid Secured Indebtedness with interest then due thereon, and all amounts advanced by Grantee for taxes, assessments, fire insurance premiums and other charges, with interest at the rate of interest specified in the Note thereon from date of payment, together with all costs and charges for advertising, and commissions for selling the Premises, and fifteen percent (15%) of the Secured Indebtedness as attorney's fees, and pay over any surplus to Grantor (or in the event of a deficiency Grantor shall immediately on demand from Grantee pay over to Grantee, or its nominee, an amount equal to such deficiency); and Grantor agrees that possession of the Premises during the existence of the Secured Indebtedness by Grantor, or any person claiming under Grantor, shall be that of a tenant of Grantee or its successors and assigns, and, in case of a foreclosure sale, as herein 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 in addition to any and all other remedies which Grantee may have at law or in equity;

(d) Exercise any and all rights accruing to a secured party under this Deed, the Code and any other applicable law.

2.03. Receiver. Grantee, in any action to foreclose this Deed, or upon any Event of Default, shall be at liberty to apply for the appointment of a receiver of the rents and profits or of the Premises or both without notice, and shall be entitled to the appointment of such a receiver as a matter of right, without consideration of the value of the Premises as security for the amounts due the Grantee, or the solvency of any person or corporation liable for the payment of such amounts.

2.04. Sale in Parcels. In case of any sale under this Deed by virtue of the exercise of the power herein granted, or pursuant to any order in any judicial proceedings or otherwise, at the election of Grantee the Premises or any part thereof may be sold in one parcel and as an entirety, or in such parcels, manner or order as Grantee in its sole discretion may elect, and one or more exercises of the powers herein granted shall not extinguish or exhaust the power unless the entire Premises are sold or the Secured Indebtedness paid in full.

2.05. Waiver of Homestead. Grantor hereby waives and renounces all right of homestead exemption in the Premises provided by the Constitution or Laws of the United States, the State of Georgia, or any other State in the United States.

2.06. Grantee's Right to Sue. Grantee shall have the right from time to time to sue for any sums, whether interest, principal or any installment of either or both, taxes, penalties, or any other sums required to be paid under the terms of this Deed, as the same become due, without regard to whether or not all of the Secured Indebtedness shall be due on demand, and without prejudice to the right of Grantee thereafter to enforce any appropriate remedy against Grantor, including an action of foreclosure, or any other action, for a default or defaults by Grantor existing at the time such earlier action was commenced.

2.07. No Obligation to Marshal Assets. In realizing upon the security and collateral for the Secured Indebtedness during the subsistence of an Event of Default, Grantee shall have no obligation whatsoever to marshal assets, or to realize upon all of such security and collateral; rather, Grantee shall have the right to realize upon all or any part of such collateral from time to time as Grantee deems appropriate.

2.08. Rights Cumulative. The rights of Grantee, granted and arising under the clauses and covenants contained in this Deed and the other Loan Documents, shall be separate, distinct and cumulative of other powers and rights herein granted and all other rights which Grantee may have at law or in equity, and none of them shall be in exclusion of the others; and all of them are cumulative to the remedies for collection of indebtedness, enforcement of rights under security deeds, and preservation of security as provided at law. No act of Grantee shall be construed as an election to proceed under any one provision herein or under the Note or any of the other Loan Documents to the exclusion of any other provision, or an election of remedies to the bar of any other remedy allowed at law or in equity, anything herein or otherwise to the contrary notwithstanding.

2.09. Discontinuance of Proceedings. If Grantee commences the enforcement of any right, power or remedy, whether afforded under this Deed or otherwise, and including without limitation foreclosure or entry upon the Premises, and such enforcement is then discontinued or abandoned for any reason, or is determined adversely to Grantee, then and in every such case Grantor and Grantee shall be restored to their former positions and rights hereunder, without waiver of any Event of Default and without novation, and all rights, powers and remedies of Grantee shall continue as if no such enforcement had been commenced.

ARTICLE III

3.01. Successors and Assigns. This Deed shall inure to the benefit of and be binding upon Grantor and Grantee and their respective legal representatives, heirs, executors, administrators, successors and assigns. (No right in Grantor to sell, transfer or encumber the Premises may be inferred from this.)

3.02. Terminology. The words "Grantor" and "Grantee" shall include the legal representatives, heirs, executors, administrators, successors and assigns of the parties hereto, and

all those holding under either of them. If more than one party shall execute this Deed, the term "Grantor" shall mean all parties signing, and each of them, and each agreement, obligation and Secured Indebtedness of Grantor shall be and mean the several as well as joint undertaking of each of them. Pronouns used herein shall include both genders and both the singular and the plural, and the grammatical construction of sentences shall be deemed conformed thereto.

3.03. Captions for Convenience. The captions and headings in this Deed have been provided for convenience only and shall not limit the scope or extent of any provision hereof.

3.04. Severability. If any provision of this Deed should be held by a court of competent jurisdiction to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect the validity, legality and enforceability of the remaining provisions of this Deed.

3.05. Applicable Law. This Deed shall be governed by and construed in accordance with the laws of the State of Georgia.

3.06. Time of the Essence. Time is of the essence of this Deed and each of the other Loan Documents.

3.07. Notice, Etc. Notices and other communications hereunder shall be effective if given in writing by hand delivery to the recipient thereof, or by certified United States mail, postage and charges prepaid, addressed to the recipient at the addresses for Grantor and Grantee set forth on the first page of this Deed. Notices given by hand shall be effective upon receipt. Notices given by certified mail shall be effective on the third (3rd) day after deposit in the United States mail, addressed as aforesaid. Either party hereto may change the address for notice by notifying the other party hereto of the new address in the manner set forth herein for giving notices. (No obligation on the part of Grantee to provide any notice whatsoever may be inferred from this Section.)

3.08. No Implied Waiver by Grantee. No indulgence or departure at any time by the Grantee from any of the provisions hereof, or of any obligation hereby secured, shall modify the same or relate to the future or waive future compliance therewith by the Grantor.

3.09. WAIVER OF GRANTOR'S RIGHTS. GRANTOR EXPRESSLY:
(1) ACKNOWLEDGES THE RIGHT TO ACCELERATE THE DEBT AND THE POWER OF ATTORNEY GIVEN IN THIS Deed TO SECURE DEBT TO GRANTEE TO SELL THE PREMISES BY NONJUDICIAL FORECLOSURE UPON DEFAULT BY GRANTOR WITHOUT ANY JUDICIAL HEARING AND WITHOUT ANY NOTICE OTHER THAN SUCH NOTICE (IF ANY) AS IS SPECIFICALLY REQUIRED TO BE GIVEN UNDER THE PROVISIONS OF THIS Deed TO SECURE DEBT OR OTHER LOAN DOCUMENTS;
(2) WAIVES ANY AND ALL RIGHTS WHICH GRANTOR MAY HAVE UNDER THE FIFTH AND FOURTEENTH AMENDMENTS TO THE CONSTITUTION OF THE UNITED STATES, THE VARIOUS PROVISIONS OF THE CONSTITUTIONS FOR THE SEVERAL STATES, OR BY REASON OF ANY OTHER APPLICABLE LAW, TO NOTICE AND TO JUDICIAL HEARING PRIOR TO THE EXERCISE BY GRANTEE OF ANY RIGHT OR

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REMEDY PROVIDED TO GRANTEE, EXCEPT SUCH NOTICE (IF ANY) AS IS SPECIFICALLY REQUIRED TO BE PROVIDED IN THIS Deed TO SECURE DEBT OR OTHER LOAN DOCUMENTS; (3) ACKNOWLEDGES THAT GRANTOR HAS READ THIS Deed TO SECURE DEBT AND ANY AND ALL QUESTIONS REGARDING THE LEGAL EFFECT OF THIS Deed TO SECURE DEBT AND ITS PROVISIONS HAVE BEEN EXPLAINED FULLY TO GRANTOR, AND GRANTOR HAS BEEN AFFORDED AN OPPORTUNITY TO CONSULT WITH COUNSEL OF GRANTOR'S CHOICE PRIOR TO EXECUTING THIS Deed TO SECURE DEBT; (4) ACKNOWLEDGES THAT ALL WAIVERS OF THE AFORESAID RIGHTS OF GRANTOR HAVE BEEN MADE KNOWINGLY, INTENTIONALLY AND WILLINGLY BY GRANTOR; AND (5) AGREES THAT GRANTOR'S RIGHT TO NOTICE SHALL BE LIMITED TO THOSE RIGHTS TO NOTICE PROVIDED BY THIS Deed TO SECURE DEBT AND OTHER LOAN DOCUMENTS.

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

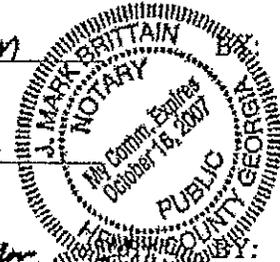
Signed, sealed and delivered in the presence of

MOSS PROPERTIES, L.L.C.
A Georgia Limited Liability Company

[Signature]
Unofficial Witness

[Signature] (SEAL)
VERNON LEE MOSS, SR., Manager

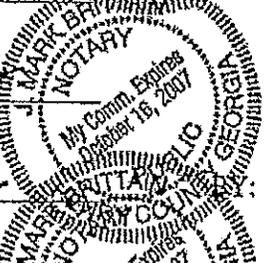
[Signature]
Notary Public



[Signature]
Unofficial Witness

[Signature] (SEAL)
DEANNA JUAN MOSS, Manager

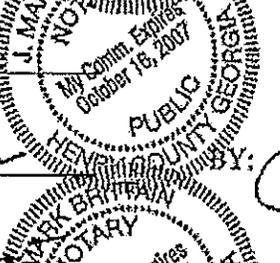
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Notary Public



[Signature]
Unofficial Witness

[Signature] (SEAL)
VERNON LEE MOSS, JR., Manager

[Signature]
Notary Public



[Signature]
Unofficial Witness

[Signature] (SEAL)
ROGER JUAN MOSS, Manager

[Signature]
Notary Public

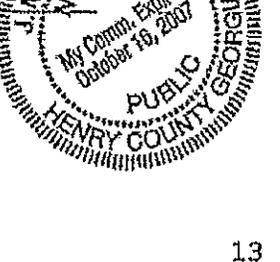


Exhibit A

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Tract One:

All that tract or parcel of land lying and being in Land Lot 61 of the 12th District of Henry County, Georgia, and being 17.691 acres as shown on a plat of survey made of "Property on North Henry Boulevard", prepared for Roger Moss, prepared by Vaughn & Drake Surveyors, Inc., dated November 22, 2004, which said plat of survey is incorporated herein and by reference thereto being more particularly described as follows:

Subject Property
BEGINNING at an iron pin found at the point where Land Lots 61, 62, 68 and 67 of the 12th District of Henry County, Georgia converge; thence proceeding along the East land lot line of Land Lot 61, said district and county South 03 degrees 32 minutes 42 seconds East 654.50 feet to an iron pin found; thence continuing along said land lot line South 02 degrees 53 minutes 10 seconds East 1,080.11 feet to a point located on the North right-of-way line of U.S. Highway 23 - S.R. 42, a/k/a North Henry Boulevard (R/W varies); thence proceeding along said right-of-way line South 88 degrees 17 minutes 25 seconds West 439.67 feet to a point; thence leaving said right-of-way line North 10 degrees 24 minutes 37 seconds West 377.80 feet to an iron pin placed; thence proceeding North 10 degrees 23 minutes 00 seconds West 311.28 feet to an iron pin found; thence proceeding North 10 degrees 27 minutes 57 seconds West 219.81 feet to an iron pin found; thence proceeding North 09 degrees 58 minutes 33 seconds West 296.82 feet to an iron pin found; thence proceeding North 84 degrees 24 minutes 08 seconds East 90.22 feet to an iron pin found; thence proceeding North 86 degrees 40 minutes 53 seconds East 256.98 feet to a 1" rod found; thence proceeding North 13 degrees 54 minutes 02 seconds West 122.27 feet to an iron pin found; thence proceeding North 05 degrees 01 minute 25 seconds West 248.00 feet to a 1" rod found; thence proceeding North 05 degrees 29 minutes 43 seconds East 156.00 feet to an iron pin placed on the North land lot line of Land Lot 61, said district and county; thence proceeding along the North land lot line of said Land Lot 61 North 88 degrees 45 minutes 30 seconds East 250.55 feet to an iron pin found at the point where Land Lots 61, 62, 68 and 67 of the 12th District of Henry County converge, said point being the POINT OF BEGINNING.

Tract Two:

All that tract or parcel of land, containing 0.056 acres, lying and being in Land Lot 61 of the 12th District of Henry County, Georgia, as shown on a plat of survey made for Roger Moss by A. E. Vaughn, Registered Land Surveyor No. 1629, dated February 21, 1995, recorded in Plat Book 24, Page 84, Henry County, Georgia records. The description of the property as contained on said plat of survey is incorporated herein by reference and made a part hereof.

Tract Three:

All that tract or parcel of land lying and being in Land Lot 61 of the 12th District of Henry County, Georgia, and being more particularly described as follows:

Not our Property
BEGINNING at a point located on the North right-of-way of North Henry Boulevard (90' R/W) 243.4 feet Easterly along said right-of-way from its intersection with the Eastern right-of-way of North Lee Street; thence North 01 degree 51 minutes 02 seconds a distance of 67.95 feet to an iron pin; thence North 88 degrees 08 minutes 58 seconds West a distance of 39.46 feet to an iron pin; thence North 03 degrees 59 minutes 45 seconds East a distance of 137.00 feet to an iron pin; thence South 88 degrees 13 minutes 11 seconds East a distance of 117.33 feet to an iron pin; thence South 01 degree 51 minutes 02 seconds West a distance of 205 feet to an iron pin located on the North right-of-way of North Henry Boulevard; thence North 88 degrees 08 minutes 58 seconds West a distance of 83.00 feet to an iron pin and the POINT OF BEGINNING.

Tract Four:

All that tract or parcel of land, containing 3.588 acres, lying and being in Land Lot 61 of the 12th District of Henry County, Georgia, as shown on a plat of survey made for Roger Moss by A. E. Vaughn, Registered Land Surveyor No. 1629, dated July 17, 1991, revised January 30, 1995 and February 22, 1995, recorded in Plat book 24, Page 83, Henry County records. The description of the property as contained on said plat of survey is incorporated herein by reference and made a part hereof.

GRANTOR: MOSS PROPERTIES, L.L.C.

LENDER: THE PARK AVENUE BANK

DATE OF DEED TO SECURE LOAN: MAY 2, 2005

PROPERTY: 17.531 AC. GA. HWY 42 AND 4518/4528/4534 N. HENRY
STOCKBRIDGE, GA 30281

WAIVER OF GRANTOR'S RIGHTS

By execution of this paragraph, Grantor expressly: (1) acknowledges the right to accelerate the debt and the power of attorney given to Lender in the Deed to Secure Loan, referred to above, to sell the premises by nonjudicial foreclosure upon default by Grantor without any judicial hearing and without any notice other than the advertising required to be given under the provisions of said Deed to Secure Loan; (2) waives any and all rights which Grantor may have under the Fifth and Fourteenth Amendments to the Constitution of the United States, the various provisions of the Constitution for the Several States, or by reason of any other applicable law to notice and judicial hearing prior to the exercise by Lender of any right or remedy provided to Lender except such notice as is specifically required to be provided in said Deed to Secure Loan; (3) acknowledges that Grantor has read that Deed and specifically the paragraph providing for the acceleration of the debt and sale by nonjudicial foreclosure in the event of default, and any and all questions regarding the legal effect of said deed and its provisions have been explained fully to Grantor and Grantor has been afforded an opportunity to consult with counsel of Grantor's choice prior to executing said Deed to Secure Loan; (4) acknowledges that all waivers of the aforesaid rights of Grantor have been made knowingly, intentionally, and willingly by Grantor as part of the bargain for the loan transaction; AND (5) agrees that the provisions hereof are incorporated into and made a part of the Deed to Secure Loan.

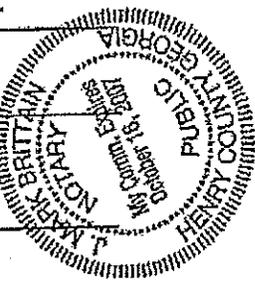
READ AND AGREED BY GRANTOR:

Signed, sealed and delivered
in the presence of:

[Signature]
Unofficial Witness

[Signature]
NOTARY PUBLIC

My commission expires



MOSS PROPERTIES, L.L.C.

BY: *[Signature]* (SEAL)
VERNON LEE MOSS, SR., Manager

BY: *[Signature]* (SEAL)
DEANNA JUAN MOSS, Manager

BY: *[Signature]* (SEAL)
VERNON LEE MOSS, JR., Manager

BY: *[Signature]* (SEAL)
ROGER JUAN MOSS, Manager

GRANTOR: MOSS PROPERTIES, L.L.C.

LENDER: THE PARK AVENUE BANK

DATE OF DEED TO SECURE LOAN: MAY 2, 2005

PROPERTY: 17.531 AC. GA. HWY 42 AND 4518/4528/4534 N. HENRY
STOCKBRIDGE, GA 30281

CLOSING ATTORNEY'S AFFIDAVIT

Before the undersigned attesting officer personally appeared the undersigned closing attorney, who having been first duly sworn according to law states under oath as follows:

In closing the above loan, but prior to the execution of the Deed to Secure Loan and Waiver of Borrower's Rights by the Borrower, I reviewed with and explained to the Borrower the terms and provisions of the Deed to Secure Loan which pertain to authorizing the Lender to sell the secured property by a nonjudicial foreclosure under a power of sale, together with the Waiver of Borrower's Rights, and informed the Borrower of Borrower's rights under the Constitution of the State of Georgia and the Constitution of the United States to notice and a judicial hearing prior to such foreclosure in the absence of a knowing, intentional and willing contractual waiver by Borrower of Borrower's rights. After said review with and explanation to Borrower, Borrower executed the Deed to Secure Loan and Waiver of Borrower's Rights.

Based on said review with and explanation to the Borrower, it is my opinion that Borrower knowingly, intentionally and willingly executed the waiver of Borrower's constitutional rights to notice and judicial hearing prior to any such nonjudicial foreclosure.

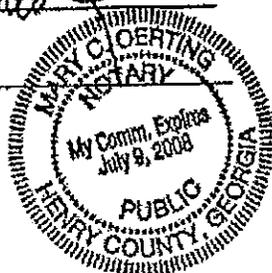
SMITH, WELCH & BRITTAIN

BY: J. Mark Brittain

Closing Attorney

Sworn to and subscribed before
me this 2nd day of May, 2005

Mary C. Joerting
Notary Public



1/2
LW

THIS DOCUMENT PREPARED BY
AND UPON RECORDATION, RETURN TO:
ANDERSON, MCCOY & ORTA, P.C.
100 North Broadway, Suite 2600
Oklahoma City, OK 73102
Telephone: (888) 236-0007



Doc ID: 018091530005 Type: ASGN
Recorded: 03/28/2013 at 02:42:04 PM
Fee Amt: \$15.00 Page 1 of 5
Henry, GA Clerk of Superior Court
Barbara Harrison Clerk of Court

BK 13010 PG 176-180

Cross-Reference: Book 8094, Page 242

Henry County, State of Georgia

ASSIGNMENT OF REAL ESTATE DEED TO SECURE DEBT

On April 29, 2011, The Park Avenue Bank, Valdosta, GA (the "Failed Bank") was closed by its supervising institution, and the Federal Deposit Insurance Corporation (acting in any capacity, the "FDIC") was appointed as Receiver.

FEDERAL DEPOSIT INSURANCE CORPORATION IN ITS CAPACITY AS RECEIVER FOR THE PARK AVENUE BANK, VALDOSTA, GA, at 550 17th Street NW, Washington, D.C. 20429-0002 (hereinafter referred to as "Assignor"), for value received, does by these presents, grant, bargain, sell, assign, transfer and set over to CRE/ADC VENTURE 2012-1, LLC, a Delaware limited liability company, its successors and assigns, at 2450 Broadway, 6th Floor, Santa Monica, California 90404, all right, title and interest in and to those documents listed immediately below, which relate to property described on the attached Exhibit A:

CRE/ADC 2012-1
AMO Ref: 3059.474
Loan Ref: 311182283
AssetID: 10363013332
ServicerRef: 030289642

*

Real Estate Deed to Secure Debt and Security Agreement, dated May 2, 2005 (the "Deed to Secure Debt"), executed by Moss Properties, L.L.C., a Georgia limited liability company (the "Grantor"), in the original principal sum of One Million Eight Hundred Fifty Thousand and 00/100 Dollars (\$1,850,000.00) securing a Note made payable to The Park Avenue Bank and which Deed to Secure Debt was recorded on May 13, 2005, in Book 8094, Page 242 in the Real Estate Records of Henry County, State of Georgia ("Real Estate Records").

As affected by that certain Modification of Security Deed dated August 23, 2006 (the "Modification"), which was recorded on September 15, 2006, in Book 9567, Page 224 in the Real Estate Records.

As further affected by that certain Modification of Security Deed dated May 2, 2007 (the "Second Modification"), which was recorded on May 23, 2007, in Book 10219, Page 142 in the Real Estate Records.

As further affected by that certain Modification of Security Deed dated November 1, 2007 (the "Third Modification"), which was recorded on December 3, 2007, in Book 10611, Page 208, and re-recorded April 10, 2008 in Book 10817, Page 266 in the Real Estate Records.

As further affected by that certain Modification of Security Deed and Security Agreement dated November 1, 2009 (the "Fourth Modification"), which was recorded on December 18, 2009, in Book 11586, Page 305 in the Real Estate Records.

As further affected by that certain Modification of Security Deed and Security Agreement dated December 2, 2010 (the "Fifth Modification"), which was recorded on December 22, 2010, in Book 11962, Page 210 in the Real Estate Records.

TO HAVE AND TO HOLD THE SAME UNTO SAID CRE/ADC VENTURE 2012-1, LLC, ITS SUCCESSORS AND ASSIGNS.

THIS ASSIGNMENT IS MADE WITHOUT RECOURSE, AND WITHOUT REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, OR BY OPERATION OF LAW, OF ANY KIND OR NATURE WHATSOEVER, BY THE FDIC IN ITS CAPACITY AS RECEIVER FOR THE PARK AVENUE BANK, VALDOSTA, GA, OR IN ITS CORPORATE CAPACITY. THE LOAN IS CONVEYED "AS IS" AND "WITH ALL

CRE/ADC 2012-1
AMG Ref: 3059474
Loan Ref: 311182283
AssetID: 10363013332
ServiceRef: 030239642

FAULTS," WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER, INCLUDING AS TO COLLECTABILITY, ENFORCEABILITY, VALUE OF COLLATERAL, ABILITY OF ANY OBLIGOR TO REPAY, CONDITION, FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY OR ANY OTHER WARRANTY, EXPRESS, IMPLIED OR BY OPERATION OF LAW, BY ANY PERSON, INCLUDING THE FDIC OR ITS OFFICERS, EMPLOYEES, AGENTS OR CONTRACTORS.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

CRE/ADC 2012-1
AMO Ref: 3059.074
Loan Ref: 311183283
AssetID: 10363013332
ServiceRef: 030289642

EXHIBIT A

Tract One:

All that tract or parcel of (and lying and being in Land Lot 81 of the 12th District of Henry County, Georgia, and being 17.631 acres as shown on a plat of survey made of "Property on North Henry Boulevard", prepared for Roger Moss, prepared by Vaughn & Drake Surveyors, Inc., dated November 22, 2004, which said plat of survey is incorporated herein and by reference thereto being more particularly described as follows:

BEGINNING at an iron pin found at the point where Land Lots 81, 82, 86 and 87 of the 12th District of Henry County, Georgia converge; thence proceeding along the East land lot line of Land Lot 81, said district and county South 03 degrees 32 minutes 42 seconds East 654.50 feet to an iron pin found; thence continuing along said land lot line South 02 degrees 53 minutes 10 seconds East 1,080.11 feet to a point located on the North right-of-way line of U.S. Highway 23 - S.R. 42, s/w/4 North Henry Boulevard (R/W varies); thence proceeding along said right-of-way line South 88 degrees 17 minutes 23 seconds West 439.67 feet to a point; thence leaving said right-of-way line North 10 degrees 24 minutes 37 seconds West 377.80 feet to an iron pin placed; thence proceeding North 10 degrees 23 minutes 00 seconds West 311.28 feet to an iron pin found; thence proceeding North 10 degrees 27 minutes 57 seconds West 219.81 feet to an iron pin found; thence proceeding North 09 degrees 58 minutes 33 seconds West 298.82 feet to an iron pin found; thence proceeding North 84 degrees 24 minutes 08 seconds East 50.22 feet to an iron pin found; thence proceeding North 86 degrees 40 minutes 53 seconds East 258.98 feet to a 1" rod found; thence proceeding North 13 degrees 54 minutes 02 seconds West 122.27 feet to an iron pin found; thence proceeding North 05 degrees 01 minute 25 seconds West 245.00 feet to a 1" rod found; thence proceeding North 05 degrees 29 minutes 43 seconds East 158.00 feet to an iron pin placed on the North land lot line of Land Lot 81, said district and county; thence proceeding along the North land lot line of said Land Lot 81 North 88 degrees 46 minutes 30 seconds East 290.55 feet to an iron pin found at the point where Land Lots 81, 82, 86 and 87 of the 12th District of Henry County converge, said point being the POINT OF BEGINNING.

Tract Two:

All that tract or parcel of land, containing 0.058 acres, lying and being in Land Lot 81 of the 12th District of Henry County, Georgia, as shown on a plat of survey made for Roger Moss by A. E. Vaughn, Registered Land Surveyor No. 1620, dated February 21, 1995, recorded in Plat Book 24, Page 84, Henry County, Georgia records. The description of the property as contained on said plat of survey is incorporated herein by reference and made a part hereof.

Tract Three:

All that tract or parcel of land lying and being in Land Lot 81 of the 12th District of Henry County, Georgia, and being more particularly described as follows:

BEGINNING at a point located on the North right-of-way of North Henry Boulevard (90' RW) 243.4 feet Easterly along said right-of-way from its intersection with the Eastern right-of-way of North Lee Street; thence North 01 degree 51 minutes 02 seconds a distance of 87.95 feet to an iron pin; thence North 88 degrees 09 minutes 58 seconds West a distance of 89.48 feet to an iron pin; thence North 03 degrees 58 minutes 45 seconds East a distance of 137.00 feet to an iron pin; thence South 88 degrees 19 minutes 11 seconds East a distance of 117.83 feet to an iron pin; thence South 01 degree 51 minutes 02 seconds West a distance of 205 feet to an iron pin located on the North right-of-way of North Henry Boulevard; thence North 88 degrees 09 minutes 58 seconds West a distance of 83.00 feet to an iron pin and the POINT OF BEGINNING.

Tract Four:

All that tract or parcel of land, containing 3.598 acres, lying and being in Land Lot 81 of the 12th District of Henry County, Georgia, as shown on a plat of survey made for Roger Moss by A. E. Vaughn, Registered Land Surveyor No. 1620, dated July 17, 1991, revised January 30, 1995 and February 22, 1996, recorded in Plat Book 24, Page 83, Henry County records. The description of the property as contained on said plat of survey is incorporated herein by reference and made a part hereof.

LESS AND EXCEPT ANY AND ALL PROPERTY PREVIOUSLY RELEASED OF RECORD.

GRE/ADC 2012-1
AMO Ref: 3039.874
Loan Ref: 311183283
AssetID: 10363013332
ServiceRef: 030289642

DOUG WOODS
FILED IN OFFICE
09/15/2006 03:31 PM LOAN: 311224636 & 31119224
BK: 9557 PG: 224-224
JUDITH A LEWIS
CLERK OF SUPERIOR COURT
HENRY COUNTY

ENH ✓

Return to: The Park Ave. Bank
Attn: Loan Operations
P. O. Box 670
McDonough, Ga. 30253

MODIFICATION OF SECURITY DEED

WHEREAS, Moss Properties, L.L.C. did execute a Security Deed in favor of The Park Avenue Bank on May 2, 2005, securing debt in the amount of \$1,850,000.00 secured by the property described in the Security Deed being recorded in Deed Book 8094, Page 242, Clerk of Superior Court Records, Henry County, Georgia:

AND WHEREAS, the undersigned desire to AMEND the aforementioned Security Deed by extending the maturity date to August 23, 2007.

AND WHEREAS, the undersigned desire to AMEND the aforementioned Security Deed by increasing the principal amount to \$2,000,000.00:

AND WHEREAS, the undersigned desire to add the following perpetual language to the Deed to Secure Debt:
It is the intention of the parties to create a perpetual or indefinite security interest in the real property described herein pursuant to O.C.G.A. § 44-14-80 (a) (2) and to agree that title shall not revert to the Grantor herein for a period of 20 years from the date of this conveyance.

AND WHEREAS, the undersigned desire to add the following additional terms to the Deed to Secure Debt:
Line of Credit: The Secured Debt includes a revolving line of credit provision. Although the Secured Debt may be reduced to a zero balance, this Security Instrument will remain in effect until released.

This is a renewal of a "Short Term Debt", therefore intangible taxes are not due on this Security Deed Modification.

The aforementioned Security Deed is hereby amended by extending the maturity date to August 23, 2007, increasing the principal amount to \$2,000,000.00, by adding the perpetual language and by adding the additional terms.

All remaining provisions of the foregoing Security Deed shall remain in full force and effect.

In witness whereof the undersigned have set their hands and seal this 23rd day of August, 2006.

SEAL AFFIXED THE PARK AVENUE BANK

Witness
Allison K. Mowbray
Notary Public for the State of Georgia
My Commission Expires Jan. 7, 2007

BY: Torrie J. Sunstrom
Torrie J. Sunstrom
Sr. Vice-President

SEAL AFFIXED

SEAL AFFIXED

Witness
Allison K. Mowbray
Notary Public for the State of Georgia
My Commission Expires Jan. 7, 2007

Moss Properties, L.L.C.
BY: Vernon Lee Moss, Sr.
Vernon Lee Moss, Sr., Member

SEAL AFFIXED

Witness
Allison K. Mowbray
Notary Public for the State of Georgia
My Commission Expires Jan. 7, 2007

BY: Deanna Juan Moss
Deanna Juan Moss, Member

SEAL AFFIXED

Witness
Allison K. Mowbray
Notary Public for the State of Georgia
My Commission Expires Jan. 7, 2007

BY: Vernon Lee Moss, Jr.
Vernon Lee Moss, Jr., Member

Witness
Allison K. Mowbray
Notary Public for the State of Georgia
My Commission Expires Jan. 7, 2007

BY: Roger Juan Moss
Roger Juan Moss, Member

SEAL AFFIXED

BOOK PAGE
010219 0142

LOAN: 311224636 & 311182283

DOCH 022212
FILED IN OFFICE
05/23/2007 03:38 PM
BK:10219 PG:142-142
JUDITH A LEWIS
CLERK OF SUPERIOR COURT
HENRY COUNTY

Return to: The Park Ave. Bank
P. O. Box 670
McDonough, GA 30253

MODIFICATION OF SECURITY DEED

WHEREAS, Moss Properties, L.L.C. did execute a Security Deed in favor of The Park Avenue Bank on May 2, 2005, securing debt in the amount of \$1,850,000.00 secured by the property described in the Security Deed being recorded in Deed Book 8094, Page 242, Clerk of Superior Court Records, Henry County, Georgia; Said Security Deed was modified on August 23, 2006 to extend the maturity date to August 23, 2007 and to increase the principal amount to \$2,000,000.00, being recorded in Deed Book 9567, Page 224, Clerk of Superior Court Records, Henry County, Georgia;

AND WHEREAS, the undersigned desire to AMEND the aforementioned Security Deed by extending the maturity date to NOVEMBER 1, 2007,

AND WHEREAS, the undersigned desire to add the following perpetual language to the Deed to Secure Debt:

It is the intention of the parties to create a perpetual or indefinite security interest in the real property described herein pursuant to O.C.G.A. § 44-14-30 (a) (2) and to agree that title shall not revert to the Grantor herein for a period of 20 years from the date of this conveyance.

This is a renewal of a "Short Term Debt", therefore intangible taxes are not due on this Security Deed Modification.

The aforementioned Security Deed is hereby amended by extending the maturity date to NOVEMBER 1, 2007, and by adding the perpetual language.

The remaining provisions of the foregoing Security Deed shall remain in full force and effect.

In witness whereof the undersigned have set their hands and seal this 2nd day of May, 2007.

THE PARK AVENUE BANK

BY: Torrie J. Sundstrom
Torrie J Sundstrom
Sr. Vice-President

Moss Properties, L.L.C.
BY: Vernon Lee Moss, Sr.
Vernon Lee Moss, Sr., Manager

BY: Deanna Juan Moss
Deanna Juan Moss, Manager

BY: Vernon Lee Moss, Jr.
Vernon Lee Moss, Jr., Manager

BY: Roger Juan Moss
Roger Juan Moss, Manager



Alison R. Motricoz
Notary
Leanne L. Shum
Witness
Nancy W. Brown
Notary



LOAN: 311182283

Doc ID: 014643080001 Type: 80
Recorded: 12/22/2010 at 04:10:20 AM
Fee Amt: \$12.00 Page 1 of 1
Henry, GA Clerk of Superior Court
Barbara Harrison Clerk of Court
bk 11962 pg 210

CROSS REFERENCE: DD 8094, PG 242, HENRY COUNTY

Return to: The Park Ave. Bank
Affair Loan Dept.
P.O. 670
McDonough, GA 30253

MODIFICATION OF DEED TO SECURE DEBT AND SECURITY AGREEMENT

WHEREAS, Moss Properties, L.L.C. did execute a Deed to Secure Debt and Security Agreement in favor of The Park Avenue Bank on May 2, 2005, securing debt in the amount of \$1,850,000.00 secured by the property described in the Security Deed being recorded in Dead Book 3094, Page 242, Clerk of Superior Court Records, Henry County, Georgia; modified August 23, 2006 to extend the maturity date to August 23, 2007 and to increase the principal amount to \$2,000,000.00, Clerk of Superior Court Records, Henry County, Georgia; modified May 2, 2007 to extend the maturity date to November 1, 2007, Clerk of Superior Court Records, Henry County, Georgia; modified November 1, 2007 to extend the maturity date to October 1, 2010 and increase the principal amount to \$2,069,999.99, Clerk of Superior Court Records, Henry County, Georgia; modified November 1, 2009 to extend the maturity date to November 1, 2010 and decreasing the principal amount to \$1,944,504.92, Clerk of Superior Court Records, Henry County.

AND WHEREAS, the undersigned desire to AMEND the aforementioned Security Deed by extending the maturity date to December 2, 2011.

AND WHEREAS, the undersigned desire to add the following perpetual language to the Deed to Secure Debt:

IT IS THE INTENTION OF THE PARTIES TO CREATE A PERPETUAL OR INDEFINITE SECURITY INTEREST IN THE REAL PROPERTY DESCRIBED HEREIN PURSUANT TO O.C.G.A. 44-14-80 (a)(1) and (a)(2) AND TO AGREE THAT TITLE SHALL REVERT TO THE GRANTOR (1) AT THE EXPIRATION OF THE LATER OF SEVEN (7) YEARS FROM THE MATURITY DATE AS STATED HEREIN OR TWENTY (20) YEARS FROM THE DATE OF THIS CONVEYANCE OR (2) IF NO MATURITY DATE IS STATED HEREIN, AT THE EXPIRATION OF TWENTY YEARS FROM THE DATE OF THIS CONVEYANCE.

This is a renewal of a "Short Term Debt", therefore intangible taxes are not due on this Security Deed Modification.

The aforementioned Security Deed is hereby amended by extending the maturity date to December 2, 2011, and by adding the perpetual language.

All remaining provisions of the foregoing Security Deed shall remain in full force and effect.

In witness whereof, the undersigned have set their hands and seal this 2nd day of December, 2010.

Witness
Rhonda Clark
Notary
My Comm. Exp. Jan. 6, 2013
Witness
Rhonda Clark
Notary
My Comm. Exp. Jan. 6, 2013
Witness
Rhonda Clark
Notary
My Comm. Exp. Jan. 6, 2013
Witness
Rhonda Clark
Notary
My Comm. Exp. Jan. 6, 2013
Witness
Rhonda Clark
Notary
My Comm. Exp. Jan. 6, 2013

THE PARK AVENUE BANK
BY: Torrie J Sunstrom
Torrie J Sunstrom
Senior Vice President

MOSS PROPERTIES, L.L.C.
BY: Vernon L Moss Sr
Vernon L Moss, Sr., Member/Manager

BY: Dianna Juan Moss
Dianna Juan Moss, Member/Manager

BY: Vernon L Moss, Jr.
Vernon L Moss, Jr., Member/Manager

BY: Vernon L Moss
Vernon L Moss, Member/Manager
My Comm. Exp. Jan. 6, 2013

BOOK 9094 PG 258

DOC# 022902
FILED IN OFFICE
05/13/2005 10:24 AM
BK:8094 PG:258-270
JUDITH A LEWIS
CLERK OF SUPERIOR COURT
HENRY COUNTY

AFTER RECORDING, PLEASE
RETURN TO:
SMITH, WELCH & BRITAIN
1239 Eagle's Landing Parkway
Stockbridge, Georgia 30281
#05-5462

ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS (this "Assignment" is made and entered into as of the 2nd day of May, 2005, by MOSS PROPERTIES, L.L.C., a Georgia limited liability company (hereinafter referred to as "Borrower"), and for the benefit of THE PARK AVENUE BANK, a Georgia banking institution (hereinafter referred to as "Lender"),

W I T N E S S E T H:

FOR AND IN CONSIDERATION of the sum of Ten and No/100ths Dollars (\$10.00) and other good and valuable consideration, in hand paid by Lender, the receipt and sufficiency of which are hereby acknowledged, Borrower does hereby (i) grant, transfer and immediately and absolutely assign to Lender, its successors and assigns, all of the right, title and interest of Borrower in and to the rents (and payments in lieu of rents), income and profits arising from the Premises (as hereinafter defined), and (ii) collaterally assign, grant and transfer to the Lender all of Borrower's remaining interests as "Landlord" or "Lessor" in and to those certain lease agreements, tenant contracts and rental agreements (together with any and all extensions, renewals and modifications thereof and guarantees of the performance of obligations of any tenant or lessee thereunder) (hereinafter collectively referred to as the "Leases" and said tenants or lessees thereunder hereinafter collectively referred to as "Tenants" or individually as "Tenant" as the context requires), now or hereafter executed by or on behalf of Borrower, as "Landlord" or "Lessor" therein, and others as "Tenant" or "Lessee" therein, conveying or demising all or any portion of the space in the improvements now or hereafter located on that certain tract or

parcel of land (hereinafter referred to as the "Premises") more particularly described in Exhibit "A", attached hereto and by this reference incorporated herein and made a part hereof. The assignment of rents, income and profits arising from the Premises as hereinabove provided is intended by Borrower and Lender to create and shall be construed to create, an absolute assignment to Lender, subject only to the terms and provisions hereof, and not as an assignment as security for the indebtedness and obligations hereinbelow described. This Assignment is effective immediately.

This Assignment is made in connection with the following described indebtedness and obligations (hereinafter referred to as the "Indebtedness"):

- (a) Any and all indebtedness and obligations evidenced by and arising under that certain Promissory Note (hereinafter referred to as the "Note") dated of even date herewith, executed by Borrower, payable to the order of Lender at the Lender's office in McDonough, Georgia, or at such other place as the holder may from time to time require, in the original principal sum of ONE MILLION EIGHT HUNDRED FIFTY THOUSAND & 00/100 DOLLARS (\$1,850,000.00), with interest thereon at the rates therein specified, together with any and all renewals, modifications, consolidations, amendments and extensions of the Note and the indebtedness evidenced by the Note;
- (b) Any and all indebtedness and obligations evidenced and secured by that Certain Deed to Secure Debt and Security Agreement (hereinafter referred to as the "Security Deed") of even date herewith, executed by Borrower in favor of Lender, to be recorded in the official records of Henry County, Georgia, together with all modifications and amendments thereto;
- (c) Any and all advances made by Lender to protect or preserve the security created by this Assignment, or to protect or preserve the Premises or the lien of the Security Deed on the Premises, or for taxes or insurance premiums as provided in the Security Deed;
- (d) The full and prompt payment and performance of each obligation, covenant and agreement of Borrower contained herein or in the Note or the Security Deed or any other document or instrument evidencing, securing or relating to the indebtedness secured thereby (the Note, the Security Deed, and said other instruments and documents

being hereinafter collectively referred to as the "Loan Documents".

Borrower and Lender agree that (i) an extension or extensions may be made of the time of payment of all or any part of the Indebtedness; (ii) the terms of the Note, the Security Deed, this Assignment, or any other Loan Document may be modified; (iii) additional security may be given by Borrower; and (iv) any of the Leases may be released herefrom, all without altering or affecting the interest created by this Assignment in favor of the holder of any junior encumbrance, grantee, purchaser or other person, or any person acquiring or holding an interest in the Leases or the Premises or any portion thereof and without altering or releasing the obligations of Borrower under the Note, the Security deed, this Assignment or the other Loan Documents.

Should the Indebtedness be paid according to the tenor and effect thereof when the same shall become due and payable, then this Assignment shall be cancelled and surrendered as hereinafter provided.

Borrower and Lender hereby further covenant and agree as follows, in addition to and not in substitution for or in derogation of any other covenants contained in the Security Deed or the other Loan Documents:

ARTICLE I

1.01 Warranties of Borrower. Borrower hereby warrants unto Lender that:

- (a) Borrower is the absolute owner of the entire lessor's interest in the Leases;
- (b) Borrower has made no assignment of any of the rights of Borrower under any of the Leases, other than this Assignment;
- (c) Borrower has neither done any act nor omitted to do any act which might prevent Lender from, or limit Lender in, exercising its remedies under any of the provisions of this Assignment;
- (d) Borrower has not accepted payment of rental under any of the Leases for more than one (1) month in advance of the due date thereof (except for security deposits);

- (e) So far as is known to Borrower, there is no default by any Tenant under the terms of any of the Leases;
- (f) Borrower is not prohibited under any agreement with any other person or any judgment or decree from (i) the execution and delivery of either this Assignment or any of the Leases; (ii) the performance of each and every covenant of Borrower under either this Assignment or the Leases; or (iii) the meeting of each and every condition contained in this Assignment;
- (g) No action has been brought or, so far as is known to Borrower, is threatened, which in any way would interfere with the right of Borrower to execute this Assignment and perform all of Borrower's obligations contained in this Assignment and in the Leases; and

1.02 Covenants of Borrower. Borrower hereby covenants with Lender that:

- (a) Borrower will (i) fulfill, perform and observe each and every material condition and covenant of Borrower contained in any of the Leases in accordance with the provisions thereof; (ii) give prompt notice to Lender of any claim of default under any of the Leases either given by the Tenant under any of the Leases to Borrower or given by Borrower to the Tenant under any of the Leases, together with a complete copy of any such claim; (iii) at no cost or expense to Lender, enforce the performance and observance of each and every material covenant and condition of each of the Leases to be performed or observed by the Tenant thereunder; and (iv) appear in and defend any action growing out of, or in any matter connected with, any of the Leases or the obligations or liabilities of Borrower as the "Landlord" or "Lessor" thereunder or of the Tenant or any guarantor thereunder.
- (b) Borrower shall not, without the prior written consent of Lender, (i) modify or amend any of the Leases; (ii) terminate or accept the surrender of any of the Leases unless the Tenant thereunder shall have materially defaulted; (iii) waive or

release any Tenant from the performance or observance of any material obligation or condition of its Lease; (iv) permit to be made any prepayment of any installment of rent or fees under the Leases for more than one (1) month in advance (except for security deposits); or (v) consent to any subletting or assignment by any Tenant without the prior written consent of Lender, to the extent Borrower's consent is required by the terms of such Tenant's Lease, provided that Lender shall not unreasonably withhold its consent to any such assignment or subletting to the extent Borrower's consent to such assignment or subletting may not be unreasonably withheld under the terms of such Tenant's Lease.

- (c) Borrower shall not execute any further assignment of the income, rents, issues or profits, or any part thereof, from the Premises unless Lender shall first consent to such assignment and unless such assignment shall expressly provide that it is subordinate to this Assignment or any assignment concerning the Indebtedness.
- (d) Borrower shall furnish to Lender, within ten (10) days after a request by Lender to do so, a sworn statement setting forth the name of all lessees and tenants of the Premises, the terms of their respective leases, tenant contracts or rental agreements, the space occupied, and the rentals payable thereunder, and stating whether to Borrower's knowledge any defaults, off-sets or defenses exist under or in connection with any of said leases, tenant contracts or rental agreements. Any and all leases, tenant contracts and rental agreements affecting the Premises and executed after the date hereof shall provide for giving by the lessees or tenants thereunder of certificates with respect to the status of such leases, tenant contracts or rental agreements, and Borrower shall exercise Borrower's right to request such certificates within five (5) days of any demand therefor by Lender.
- (e) Borrower shall take no action which shall cause or permit the estate of the Tenant under any of the Leases to merge with the interest of Borrower in the Premises or any portion thereof.

- (f) Acceptance of this Assignment shall not be construed as a consent by Lender to any of the Leases and Lender shall not be obligated to perform or discharge any obligation of Borrower under any of the Leases, and Borrower agrees to, and does hereby indemnify and hold Lender harmless against any and all liabilities, obligations, claims, damages, penalties, costs and expenses (including without limitation, attorneys' fees and expenses actually incurred) which Lender may incur under any of the Leases or under or by reason of this Assignment, and from any and all claims and demands whatsoever which may be asserted against Lender by reason of any act or failure to act by Lender under this Assignment or any alleged obligation or undertaking to be performed or discharged by Lender under this Assignment. The foregoing indemnity shall not be applicable to any such claim, liability, loss, cost, expense or damage which results from any action of Lender which occurs subsequent to the completion of a foreclosure or acceptance of a deed in lieu of foreclosure with respect to the Premises.
- (g) Borrower shall authorize and direct, and does hereby authorize and direct each and every present and future tenant of the whole or any part of the Premises to pay all rental to Lender upon receipt of written demand from Lender to so pay the same.
- (h) Upon request of Lender, Borrower shall deliver Lender certified copies of all Leases then in effect.

1.03 Covenants of Lender. By acceptance of delivery of this Assignment, Lender covenants with Borrower that:

- (a) Although this Assignment constitutes a present and current assignment of all rents, issues and profits from the Premises, so long as there shall exist no Event of Default (as hereinafter defined) on the part of Borrower, Borrower shall have a revocable license to collect, but not more than one (1) month prior to accrual, all such rents, issues and profits from the Premises (including, but not by way of limitation, all rental payments under any of the Leases) and to retain, use and enjoy the same; provided, however, that such rents, issues and profits from the Premises shall be applied by Borrower to the payment of debt service on the Indebtedness due and payable at that time and the

payment of taxes, assessments and operating and maintenance charges relating to the Premises which are due and payable at the time of collection of such rents, issues and profits before using same for any other purpose. Upon the occurrence of any Event of Default, the license of Borrower to collect rents shall ipso facto, and without notice, immediately and automatically cease and be revoked.

- (b) Upon the filing by Lender in the official records of Henry County, Georgia, of a full release of the Security Deed without the recording of another security instrument in favor of Lender affecting the Premises, this Assignment shall likewise be canceled without the necessity of any further act by Lender.

ARTICLE II

2.01 Event of Default. The term "Event of Default", wherever used in this Assignment, shall mean any one or more of the following events:

- (a) The occurrence of any "Default" or "Event of Default" under the provisions of the Note, the Security Deed, or any of the other Loan Documents;
- (b) Failure by Borrower to duly observe any covenant, condition or agreement of this Assignment or of any of the other Loan Documents, and the failure by Borrower to cure such default in accordance with the provisions of the Security Deed regarding curing of defaults; or
- (c) The breach of any warranty by Borrower contained in this Assignment or in any of the other Loan Documents, or if any representation or certification made or agreed to be made herein or therein shall prove to be false or materially misleading at the time made or reaffirmed.

2.02 Remedies. Upon the occurrence of any Event of Default, in addition to any and all other rights and remedies available to Lender under the Note, the Security Deed, and the other Loan Documents and not in substitution for or derogation thereof, Lender shall become immediately entitled to all rents, income and profits arising from the Premises and may without notice to or demand on Borrower other than as may be otherwise provided herein (i) notify and direct each and every Tenant of the

Premises to pay all rents to Lender; (ii) as a matter of strict right and without regard to the value or occupancy of the security, have a receiver appointed upon ex parte motion to enter upon and take possession of the Premises, collect the rents and profits therefrom and apply the same as the Court may direct, such receiver to have all the rights and powers permitted under the laws of the State of Georgia, all without becoming a mortgagee-in-possession; (iii) proceed itself to enter upon, take possession of and operate the Premises, or any portion thereof, without becoming a mortgagee-in-possession; (iv) proceed to perform any and all obligations of Borrower under any of the Leases and exercise any and all rights of borrower therein contained as fully as Borrower itself could, all without regard to the adequacy of security for the indebtedness hereby secured and with or without the bringing of any legal action or the causing of any receiver to be appointed by any Court or other judicial authority; (v) make, enforce, modify and accept the surrender of any of the Leases; (vi) evict the Tenant under any of the Leases or obtain tenants for other space within the Premises; (vii) fix or modify rent; and (viii) do all of the acts which Lender may deem necessary, desirable or proper to protect the security created by this Assignment. Borrower hereby acknowledges and agrees that the intent of this Assignment is to empower Lender to undertake any, all or any combination of the actions hereinabove set forth in this Section 2.02 without notice to Borrower. If an Event of Default specifically authorize Lender, in the name of Borrower or in the name of Lender, to sue for or otherwise collect and receive all rents, issues and profits from the Premises, including those past due and unpaid, and to apply such collected rents, issues and profits to the payment of (w) all expenses of managing the Premises, including, without limitation, the salaries, fees and wages of attorneys and of a managing agent and such other employees as Lender may deem necessary or desirable, (x) all expenses of operating and maintaining the Premises, including, without limitation, all taxes, charges, claims, assessments, water rents, sewer rents, and any other liens, and premiums for all insurance which the Lender may deem necessary or desirable, (y) the cost of alterations, renovations, repairs or replacements, and all expenses incident to taking and retaining possession of the Premises, and (z) the Indebtedness secured hereby, all in such order of priority as Lender in its sole discretion may determine. Entry upon and taking possession of the Premises and/or the collection of the rents, issues and profits of the Premises and the application thereof, as aforesaid, shall not operate to waive any default,

Default or Event of Default, or prohibit the taking of any action by Lender under the Note, the Security Deed, this Assignment or any other Loan Documents or at law or in equity to enforce payment of the Indebtedness secured hereby or to realize on any other security. No failure on the part of Lender to exercise, and no delay in exercising, any right shall be construed or deemed to be a waiver thereof.

ARTICLE III

- 3.01 Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon Borrower and Lender and their respective heirs, executors, legal representatives, successors and assigns. Whenever reference is made in this Assignment to "Borrower" or "Lender", such reference shall be deemed to include a reference to the heirs, executors, legal representatives, successors and assigns of Borrower or Lender.
- 3.02 Terminology. All personal pronouns used in this Assignment, whether used in the masculine, feminine or neuter gender, shall include all other genders, and the singular shall include the plural, and vice versa. Titles of articles and sections are for convenience only and neither limit nor amplify the provisions of this Assignment.
- 3.03 Severability. If any provision of this Assignment or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Assignment and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
- 3.04 Applicable Law. Borrower and Lender hereby acknowledge and agree that this Assignment and the obligations created hereunder are made and intended as a contract under the laws of the State of Georgia, are to be governed by and interpreted in accordance with the laws of the State of Georgia and are to be construed and enforced in accordance with the laws of the State of Georgia, without reference to the application of the choice of law principles thereof.
- 3.05 No Third Party Beneficiaries. This Assignment is made solely for the benefit of Lender and its assigns. No Tenant under any of the Leases nor any other person shall have standing to bring any action against Lender as the

result of this Assignment, or to assume that Lender will exercise any remedies provided herein, and no person other than Lender shall under any circumstances be deemed to be a beneficiary of any provision of this Assignment.

- 3.06 No Oral Modifications. Neither this Assignment nor any provisions hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.
- 3.07 Cumulative Remedies. The remedies herein provided shall be in addition to and not in substitution for the rights and remedies vested in Lender in or by any of the Loan Documents or on law or equity, all of which rights and remedies are specifically reserved by Lender. The remedies herein provided or otherwise available to Lender shall be cumulative and may be exercised concurrently. The failure to exercise any of the remedies herein provided shall not constitute a waiver thereof, nor shall use of any of the remedies provided herein prevent the subsequent or concurrent resort to any other remedy or remedies. It is intended that this clause shall be broadly construed so that all remedies herein provided or otherwise available to Lender shall continue to be each and all available to Lender until the Indebtedness shall be paid in full.
- 3.08 Further Assurance. At any time and from time to time, upon request by Lender, Borrower will make, execute and deliver, or cause to be made, executed and delivered, to Lender and, where appropriate, cause to be recorded and/or refiled at such time and in such offices and places as shall be deemed desirable by Lender, any and all such other instruments as may, in the opinion of Lender, be necessary or desirable in order to effectuate, complete or perfect, or to continue and preserve (a) the obligations of Borrower under this Assignment or (b) the assignment and transfer effected by this Assignment as a first and paramount assignment and transfer of the Leases and the rents, issues and profits from the Premises. Upon any failure by Borrower so to do, Lender may make, execute, record, file, re-record and/or refile any and all such instruments for and in the name of Borrower, and Borrower hereby appoints Lender the agent and attorney-in-fact of Borrower so to do, which appointment is coupled with an interest and is therefore irrevocable.
- 3.09 Notices. All notices, requests, elections, demands and other communications permitted or required to be made herein shall be given to:

If to Lender: THE PARK AVENUE BANK
1400 South Cedar Street
McDonough, Georgia 30253

If to Borrower: MOSS PROPERTIES, L.L.C.
P. O. Box 342
Stockbridge, Georgia 30281

3.10 Cross-Default. An Event of Default by Borrower under this Assignment shall constitute a "Default" or an "Event of Default" (as applicable) under all other Loan Documents, and vice versa.

3.11 No Obligations Imposed Upon Lender. Nothing contained herein shall operate or be construed to obligate Lender to perform any of the terms, covenants and conditions contained in any of the Leases or otherwise to impose any obligation upon Lender with respect to any of the Leases including, but not limited to, any obligation arising out of any covenant of quiet enjoyment therein contained in the event the tenant, lessee, occupant or other party under any of such Leases shall have been joined as a party defendant in any action to foreclose and the estate of such tenant, lessee, occupant or other party shall have been thereby terminated. Unless and until Lender actually enters into and takes possession of the Premises, this Assignment shall not operate to place upon Lender any responsibility for the operation, control, care, management or repair of the Premises, and the execution of this Assignment by Borrower shall constitute conclusive evidence that all responsibility for the operation, control, care, management or repair of the Premises, and the execution of this Assignment by Borrower shall constitute conclusive evidence that all responsibility for the operation, control, care, management and repair of the Premises is and shall be that of Borrower prior to such actual entry and taking possession by Lender or by a receiver on behalf of Lender. In the event of any such entry into and taking possession of the Premises by Lender or by a receiver on behalf of Lender, Lender's or any receiver's, as the case may be, responsibility for the operation, control, care, management and repair of the Premises shall be strictly governed by the terms of the Loan Documents.

IN WITNESS WHEREOF, Borrower has executed this Assignment under seal, as of the date and year first above written.

~~Signed, sealed and delivered~~

FORWARDED;

Signed, sealed and deliver
in the presence of:

BORROWER:
MOSS PROPERTIES, L.L.C.
A Georgia Limited Liability
Company

[Signature]
Unofficial Witness

[Signature] (SEAL)
VERNON LEE MOSS, SR., Manager

[Signature]
Notary Public

[Signature]
Unofficial Witness

[Signature] (SEAL)
BERNARD JUAN MOSS, Manager

[Signature]
Notary Public

[Signature]
Unofficial Witness

[Signature] (SEAL)
VERNON LEE MOSS, SR., Manager

[Signature]
Notary Public

[Signature]
Unofficial Witness

[Signature] (SEAL)
ROGER JUAN MOSS, Manager

[Signature]
Notary Public



Tract One:

All that tract or parcel of land lying and being in Land Lot 61 of the 12th District of Henry County, Georgia, and being 17.531 acres as shown on a plat of survey made of "Property on North Henry Boulevard", prepared for Roger Moss, prepared by Vaughn & Drake Surveyors, Inc., dated November 22, 2004, which said plat of survey is incorporated herein and by reference thereto being more particularly described as follows:

BEGINNING at an iron pin found at the point where Land Lots 61, 62, 68 and 67 of the 12th District of Henry County, Georgia converge; thence proceeding along the East land lot line of Land Lot 61, said district and county South 03 degrees 32 minutes 42 seconds East 654.50 feet to an iron pin found; thence continuing along said land lot line South 02 degrees 53 minutes 10 seconds East 1,080.11 feet to a point located on the North right-of-way line of U.S. Highway 23 - S.R. 42, a/k/a North Henry Boulevard (R/W varies); thence proceeding along said right-of-way line South 88 degrees 17 minutes 25 seconds West 439.67 feet to a point; thence leaving said right-of-way line North 10 degrees 24 minutes 37 seconds West 377.80 feet to an iron pin placed; thence proceeding North 10 degrees 23 minutes 00 seconds West 311.28 feet to an iron pin found; thence proceeding North 10 degrees 27 minutes 57 seconds West 219.81 feet to an iron pin found; thence proceeding North 09 degrees 58 minutes 33 seconds West 296.82 feet to an iron pin found; thence proceeding North 84 degrees 24 minutes 08 seconds East 90.22 feet to an iron pin found; thence proceeding North 86 degrees 40 minutes 53 seconds East 256.98 feet to a 1" rod found; thence proceeding North 13 degrees 54 minutes 02 seconds West 122.27 feet to an iron pin found; thence proceeding North 05 degrees 01 minute 25 seconds West 248.00 feet to a 1" rod found; thence proceeding North 05 degrees 29 minutes 43 seconds East 156.00 feet to an iron pin placed on the North land lot line of Land Lot 61, said district and county; thence proceeding along the North land lot line of said Land Lot 61 North 86 degrees 45 minutes 30 seconds East 250.55 feet to an iron pin found at the point where Land Lots 61, 62, 68 and 67 of the 12th District of Henry County converge, said point being the POINT OF BEGINNING.

Tract Two:

All that tract or parcel of land, containing 0.056 acres, lying and being in Land Lot 61 of the 12th District of Henry County, Georgia, as shown on a plat of survey made for Roger Moss by A. E. Vaughn, Registered Land Surveyor No. 1629, dated February 21, 1995, recorded in Plat Book 24, Page 84, Henry County, Georgia records. The description of the property as contained on said plat of survey is incorporated herein by reference and made a part hereof.

Tract Three:

All that tract or parcel of land lying and being in Land Lot 61 of the 12th District of Henry County, Georgia, and being more particularly described as follows:

BEGINNING at a point located on the North right-of-way of North Henry Boulevard (90' R/W) 243.4 feet Easterly along said right-of-way from its intersection with the Eastern right-of-way of North Lea Street; thence North 01 degree 51 minutes 02 seconds a distance of 67.95 feet to an iron pin; thence North 88 degrees 08 minutes 58 seconds West a distance of 39.46 feet to an iron pin; thence North 03 degrees 59 minutes 45 seconds East a distance of 137.00 feet to an iron pin; thence South 88 degrees 13 minutes 11 seconds East a distance of 117.33 feet to an iron pin; thence South 01 degree 51 minutes 02 seconds West a distance of 205 feet to an iron pin located on the North right-of-way of North Henry Boulevard; thence North 88 degrees 08 minutes 58 seconds West a distance of 83.00 feet to an iron pin and the POINT OF BEGINNING.

Tract Four:

All that tract or parcel of land, containing 3.588 acres, lying and being in Land Lot 61 of the 12th District of Henry County, Georgia, as shown on a plat of survey made for Roger Moss by A. E. Vaughn, Registered Land Surveyor No. 1629, dated July 17, 1991, revised January 30, 1995 and February 22, 1995, recorded in Plat book 24, Page 83, Henry County records. The description of the property as contained on said plat of survey is incorporated herein by reference and made a part hereof.

THIS DOCUMENT PREPARED BY AND
UPON RECORDATION, RETURN TO:
ANDERSON, MCCOY & ORTA, P.C.
100 North Broadway, Suite 2600
Oklahoma City, OK 73102
Telephone: (888) 236-0007


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Recorded: 03/26/2018 at 02:48:17 PM
Fee Amt: \$15.00 Page 1 of 4
Henry, GA Clerk of Superior Court
Barbara Harrison Clerk of Court
BK 13010 PG 181-184

Henry County, State of Georgia

ASSIGNMENT OF ASSIGNMENT OF LEASES AND RENTS

On April 29, 2011, The Park Avenue Bank, Valdosta, GA, (the "Failed Bank") was closed by its supervising institution, and the Federal Deposit Insurance Corporation (acting in any capacity, the "FDIC") was appointed as Receiver.

FEDERAL DEPOSIT INSURANCE CORPORATION IN ITS CAPACITY AS RECEIVER FOR THE PARK AVENUE BANK, VALDOSTA, GA, at 550 17th Street NW, Washington, D.C. 20429-0002 (hereinafter referred to as "Assignor"), for value received, does by these presents, grant, bargain, sell, assign, transfer and set over to CRE/ADC VENTURE 2012-1, LLC, a Delaware limited liability company, its successors and assigns, 2450 Broadway, 6th Floor, Santa Monica, California 90404 (hereinafter referred to as "Assignee"), all right, title and interest in and to those document(s) listed immediately below, which relate to property described on the attached Exhibit A:

Assignment of Leases and Rents dated May 2, 2005 (the "Assignment of Leases"), made by Moss Properties, L.L.C., a Georgia limited liability company, in favor of The Park Avenue Bank, recorded May 13, 2005, in Book 8094, Page 258 in the Real Estate Records of Henry County, State of Georgia ("Real Estate Records");

CRE/ADC 2012-1
AMO Ref: 3039.474
Loan Ref: 311182283
AssetID: 10363013332
ServicerRef: 030289642

Any notes and or other agreements evidencing the indebtedness and/or the obligations secured by the recorded loan documents identified above; and

Any and all other documents and instruments evidencing, securing and/or relating to the indebtedness and/or obligations secured by the recorded loan documents identified above.

TO HAVE AND TO HOLD THE SAME UNTO SAID CRE/ADC VENTURE 2012-1, LLC, ITS SUCCESSORS AND ASSIGNS.

THIS ASSIGNMENT IS MADE WITHOUT RECOURSE, AND WITHOUT REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, OR BY OPERATION OF LAW, OF ANY KIND OR NATURE WHATSOEVER, BY THE FDIC IN ITS CAPACITY AS RECEIVER FOR THE PARK AVENUE BANK, VALDOSTA, GA OR IN ITS CORPORATE CAPACITY. THE LOAN IS CONVEYED "AS IS" AND "WITH ALL FAULTS," WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER, INCLUDING AS TO COLLECTABILITY, ENFORCEABILITY, VALUE OF COLLATERAL, ABILITY OF ANY OBLIGOR TO REPAY, CONDITION, FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY OR ANY OTHER WARRANTY, EXPRESS, IMPLIED OR BY OPERATION OF LAW, BY ANY PERSON, INCLUDING THE FDIC OR ITS OFFICERS, EMPLOYEES, AGENTS OR CONTRACTORS.

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CRE/ADC 2012-1
AMO Ref: 3059.474
Loan Ref: 31182283
AssetID: 10363013332
ServicesRef: 030289642

EXHIBIT A

Tract One:

All that tract or parcel of land lying and being in Land Lot 61 of the 12th District of Henry County, Georgia, and being 17.631 acres as shown on a plat of survey made of "Property on North Henry Boulevard", prepared for Roger Moss, prepared by Vaughn & Drake Surveyors, Inc., dated November 22, 2004, which said plat of survey is incorporated herein and by reference thereto being more particularly described as follows:

BEGINNING at an iron pin found at the point where Land Lots 61, 62, 66 and 67 of the 12th District of Henry County, Georgia converge; thence proceeding along the East land lot line of Land Lot 61, said district and county South 03 degrees 32 minutes 42 seconds East 054.50 feet to an iron pin found; thence continuing along said land lot line South 02 degrees 53 minutes 10 seconds East 1,080.11 feet to a point located on the North right-of-way line of U.S. Highway 29 - S.R. 42, aka North Henry Boulevard (R/W varies); thence proceeding along said right-of-way line South 88 degrees 17 minutes 26 seconds West 439.87 feet to a point; thence leaving said right-of-way line North 10 degrees 24 minutes 37 seconds West 377.80 feet to an iron pin placed; thence proceeding North 10 degrees 23 minutes 00 seconds West 311.26 feet to an iron pin found; thence proceeding North 10 degrees 27 minutes 57 seconds West 219.31 feet to an iron pin found; thence proceeding North 09 degrees 59 minutes 33 seconds West 296.62 feet to an iron pin found; thence proceeding North 24 degrees 29 minutes 06 seconds East 90.22 feet to an iron pin found; thence proceeding North 26 degrees 40 minutes 53 seconds East 258.98 feet to a 1" rod found; thence proceeding North 13 degrees 54 minutes 02 seconds West 122.27 feet to an iron pin found; thence proceeding North 05 degrees 01 minute 25 seconds West 248.00 feet to a 1" rod found; thence proceeding North 05 degrees 28 minutes 45 seconds East 159.00 feet to an iron pin placed on the North land lot line of Land Lot 61, said district and county; thence proceeding along the North land lot line of said Land Lot 61 North 86 degrees 45 minutes 30 seconds East 250.55 feet to an iron pin found at the point where Land Lots 61, 62, 66 and 67 of the 12th District of Henry County converge, said point being the POINT OF BEGINNING.

Tract Two:

All that tract or parcel of land, containing 0.056 acres, lying and being in Land Lot 61 of the 12th District of Henry County, Georgia, as shown on a plat of survey made for Roger Moss by A. E. Vaughn, Registered Land Surveyor No. 1626, dated February 21, 1995, recorded in Plat Book 24, Page 84, Henry County, Georgia records. The description of the property as contained on said plat of survey is incorporated herein by reference and made a part hereof.

Tract Three:

All that tract or parcel of land lying and being in Land Lot 61 of the 12th District of Henry County, Georgia, and being more particularly described as follows:

BEGINNING at a point located on the North right-of-way of North Henry Boulevard (60' R/W) 249.4 feet Easterly along said right-of-way from its intersection with the Eastern right-of-way of North Lee Street; thence North 01 degree 51 minutes 02 seconds a distance of 67.95 feet to an iron pin; thence North 88 degrees 08 minutes 53 seconds West a distance of 39.48 feet to an iron pin; thence North 03 degrees 59 minutes 45 seconds East a distance of 157.00 feet to an iron pin; thence South 88 degrees 13 minutes 11 seconds East a distance of 117.83 feet to an iron pin; thence South 01 degree 51 minutes 02 seconds West a distance of 205 feet to an iron pin located on the North right-of-way of North Henry Boulevard; thence North 88 degrees 08 minutes 53 seconds West a distance of 83.00 feet to an iron pin and the POINT OF BEGINNING.

Tract Four:

All that tract or parcel of land, containing 3.588 acres, lying and being in Land Lot 61 of the 12th District of Henry County, Georgia, as shown on a plat of survey made for Roger Moss by A. E. Vaughn, Registered Land Surveyor No. 1626, dated July 17, 1991, revised January 30, 1993 and February 22, 1995, recorded in Plat Book 24, Page 83, Henry County records. The description of the property as contained on said plat of survey is incorporated herein by reference and made a part hereof.

LESS AND EXCEPT ANY AND ALL PROPERTY PREVIOUSLY RELEASED OF RECORD.

CRE/ADC 2012-1
AMO Ref: 3059.474
Loan Ref: 511182283
AssetID: 10363013332
ServicerRef: 030289642