

Prepared by and return to:

William D. Latham
P. O. Drawer 1319
Clanton, AL 35045

GEORGIA SECURITY DEED AND SECURITY AGREEMENT
(Collateral is or Includes Fixtures)

THIS SECURITY DEED AND SECURITY AGREEMENT ("Security Deed") is made as of this 28
day of MAY 2002 by and between:

GRANTOR (Include Address)

MOLLIE J LINDSEY
P O BOX 2044 DOUGLAS, GA 31534

GRANTEE

BRANCH BANKING AND TRUST COMPANY,
a North Carolina state banking corporation
P.O. Box 1255
Winston-Salem, North Carolina 27102-1255

☐ IF BOX CHECKED, THIS SECURITY DEED SECURES AN OBLIGATION INCURRED FOR THE
CONSTRUCTION OF AN IMPROVEMENT ON LAND.

THE FOLLOWING INFORMATION APPLIES TO THIS SECURITY DEED:

1. The original principal amount of the Debt (defined below), secured by this Security Deed is
SIXTY-TWO THOUSAND TWO HUNDRED FIFTY DOLLARS & 00/100
(\$ 62,250.00) Dollars, plus any present and future advances.

2. The Debt, on the date hereof, is evidenced by a Note and/or other Document described by name, parties,
dollar amount, and date as follows: Note dated 05-28-2002 in the amount of \$ 62,250.00
executed by MOLLIE J LINDSEY,
and may be evidenced by and shall be at all times deemed to include, any and all other notes or other documents now
or hereafter evidencing any debt whatsoever incurred by Grantor and payable to Grantee, the terms of which are
incorporated herein by reference.

3. Pursuant to the provisions of O.C.G.A. § 44-14-1, et seq., this Security Deed secures the payment of the Debt,
including present and future advances.

4. The current principal amount of the Debt advanced on the date hereof (including any outstanding amounts
advanced previously) by Grantee is \$ _____ (if none, so state), having a maturity date of
_____.

5. Any future advances shall be evidenced by a promissory note or modification agreement and shall be secured
by this Security Deed.

6. The real property which is the subject of this Security Deed is located in or near the City of
SHELBY, in the County of SHELBY, in the State of Georgia
and the legal description is set forth as follows: Atlanta

See Exhibit "A" attached hereto and incorporated herein by this reference.

Intangibles Tax

Note to Clerk: Intangibles tax due in the amount of \$ _____, inasmuch as maturity date is beyond
three (3) years-long term note _____ or

Note to Clerk: No intangibles tax due, maturity date less than three (3) years - short term note

STATEMENT OF PURPOSE: In this Security Deed reference shall be made simply to the "Note or other Document", and such a reference is deemed to apply to all of the instruments which evidence or describe the Debt, or which secure its payment, and to all renewals, extensions and modifications thereof, whether heretofore or hereafter executed, and includes without limitation all writings described generally and specifically on the first page of this Security Deed in numbered paragraph 2. This Security Deed shall secure the performance of all obligations of Grantor and of any third party to Grantee which are described in this Security Deed, in the Note or other Document, and such performance includes the payment of the Debt. In this Security Deed the definition of "Debt" includes: (i) the principal; (ii) all accrued interest including possible fluctuations of the interest rate if so provided in the Note or other Document; (iii) all renewals, modification, additional advances, or extension of any obligation under the Note or other Document (even if such renewals, modifications, additional advances, or extensions are evidenced by new notes or other documents); and (iv) all other obligations of Grantor to Grantee which are described in this Security Deed, or in the Note or other Document, (for example, payment of the attorneys fees of the Grantee, insurance premiums and ad valorem taxes); (and (v) any and all other indebtedness, whether direct or indirect, owing or to be owed by Grantor to Grantee.

NOW THEREFORE, for the purposes and under the conditions described in the Security Deed and in consideration of the Debt and the mutual promises of Grantor and Grantee, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Grantor hereby conveys to Grantee, with power of sale, the real property described in the Security Deed, together with any improvements, equipment and fixtures existing or hereafter placed on or attached to this real property. All proceeds thereof and all other appurtenant rights and privileges. The term "the Property" shall include this real property any such improvements, fixtures, and also appurtenant rights and privileges.

This Security Deed is intended to constitute a security agreement as required under the Uniform Commercial Code of the State of Georgia and in further intended to operate and be construed as a deed passing title to the property to Grantee under the provisions of the laws of the State of Georgia relating to deeds to secure debt and not as a mortgage including without limitation Chapter 44-14 of the Official Code of Georgia Annotated and those items on Exhibit B attached hereto and incorporated herein by this reference, if applicable.

TO HAVE AND TO HOLD the Property, to Grantee, its successors and assigns, and under the terms and conditions of this Security Deed, to which Grantor and Grantee hereby agree:

1. **PERFORMANCE BY GRANTOR.** Grantor shall fulfill all of Grantor's obligations as specified in this Security Deed, the Note or other Document.

2. **TAXES, DEEDS OR TRUST, OTHER ENCUMBRANCES,** Grantor shall make timely payment of all ad valorem taxes, assessments or other charges or encumbrances which may constitute a lien upon the Property. Grantor shall timely pay and perform any obligation, covenant or warranty contained in any other Security Deed or writing (herein Other Security Deed) which gives rise to any or which may constitute a lien upon any of the Property. Grantor shall upon request of Grantee promptly furnish satisfactory evidence of such payment or performance. Grantor shall not enter into, terminate, cancel or amend any lease affecting the Property or any part thereof without the prior written consent of Grantee. Grantor shall timely pay and perform all terms of any leases or sublease of the Property or any part thereof.

3. **INSURANCE.** Grantor shall keep insured all improvements which are now existing and which might hereafter become part of the Property, against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required from time to time by Grantee, and Grantor shall pay promptly, when due, any premiums on the insurance. All insurance shall be carried with companies approved by Grantee, and Grantor shall cause all policies and renewals thereof to be delivered to Grantee, and the policies shall contain loss payable clauses in favor of and in form acceptable to Grantee, the policies to further contain mortgagee clauses in favor of and in form acceptable to Grantee and shall include a "New York" mortgage clause. In the event of loss, Grantor shall give immediate notice to Grantee, and Grantee may make proof of loss if such is not made promptly by Grantor. Any insurer is hereby expressly authorized and directed to make payment for the loss directly and solely to Grantee. Further Grantee may apply the insurance proceeds, or any part thereof, in its sole discretion and at its option, either to the reduction of the Debt or to the restoration or repair of any portions of the Property damaged,

4. **ESCROW DEPOSITS.** Upon demand of Grantee, Grantor shall add to each payment required under the Note or other Document the amount estimated by Grantee to be sufficient to enable Grantee to pay as they become due all taxes, charges, assessments, and insurance premiums which Grantor is required to pay. Further, any deficiency occasioned by an insufficiency of such additional payments shall be deposited by Grantor with Grantee upon demand.

5. **PRESERVATION AND MAINTENANCE OF THE PROPERTY.** Grantor shall keep the Property in good order and repair as it now is (reasonable wear and tear excepted) and shall neither commit nor permit any waste or any other occurrence of use which might impair the value of the Property. Grantor shall not initiate or acquiesce in a change in the zoning classification of the Property or make or permit any structural alteration thereof without Grantee's prior written consent.

6. **COMPLIANCE WITH LAWS.** Grantor shall regularly and promptly comply with any applicable legal requirements of the United States, the State of Georgia or other governmental entity, agency or instrumentality relating to the use or condition of the Property.

7. **CONDEMNATION AWARD.** Any award for the taking of, or damages to, all or any part of the Property or any interest therein upon the lawful exercise of the power of eminent domain shall be payable solely to Grantee, which may apply the sums so received payment of the Debt.

8. **PAYMENT BY GRANTEE.** If Grantor shall be in default in the timely payment or performance of any of Grantor's obligations, the Note or other document, under this Security Deed or Other Security Deed, Grantee may, but it is not obligated to, expend for the account of Grantor any sums, expenses and fees which Grantee believes appropriate for the protection of the Property and the maintenance and execution of this trust. Any amounts so expended shall be deemed principal advances fully secured by this Security Deed, shall bear interest from the time expended until paid at the rate of interest accruing on the debt, and shall be due and payable on demand.

9. **RENTS AND PROFITS.** Grantor hereby assigns to Grantee all future rents and profits from the Property as additional security for the payment of the Debt and for the performance of all obligations secured by this Security Deed. Grantor hereby appoints Grantee as Grantor's attorney-in-fact, which is coupled with an interest and is irrevocable to collect any rents and profits, with or without suit, and to apply the same, less expenses of collection, to the Debt or to any obligations secured by this Security Deed in any manner as Grantee may desire. However, until default under the Note or other Document or under this Security Deed, Grantor may continue to collect and retain the rents and profits without any accountability to Grantee. Grantee's election to pursue the collection of the rents or profits shall be in addition to all other remedies which Grantee might have and may be put into effect independently of or concurrently with any other remedy.

10. **GRANTOR'S CONTINUING OBLIGATION.** This Security Deed shall remain as security for full payment of the Debt and for performance of any obligation evidenced by the Note or other Document, notwithstanding any of the following: (a) the sale or release of all or any part of the Property; (b) the assumption by another party of Grantor's obligations under this Security Deed, the Note or other Document; (c) the forbearance or extension of time for payment of the Debt or for performance of any obligations under the Security Deed, the Note or other Document, whether granted to Grantor or to a subsequent owner of the Property; (d) the release of any party who has assumed payment of the Debt or who assumed any other obligations under this Security Deed, the Note or other Document. None of the foregoing shall, in any way, affect the full force and effect of the lien of this Security Deed or impair Grantee's right to a deficiency judgement in the event of foreclosure against Grantor or any party who has assumed payment of the Debt or who assumed any other obligations the performance of which is secured by this Security Deed. Grantee may, in its sole discretion, from time to time waive or forebear from enforcing any provision of this Security Deed, and no such waiver or forbearance shall be deemed a waiver by Grantee of any right or remedy provided herein or by law or be deemed a waiver of the right at any later time to enforce strictly all provisions of this Security Deed and to execute any and all remedies provided herein and by law.

11. **SECURITY INTEREST.** All the fixtures and equipment which comprise a part of the Property shall, as far as permitted by law, be deemed to be affixed to the aforesaid land and conveyed therewith. As to the balance of the fixtures, this Security Deed shall be considered to be a security agreement which creates a security interest in such fixtures for the benefit of Grantee. In that regard, Grantor grants to Grantee all of the rights and remedies of a secured party under the Georgia Uniform Commercial Code. Grantor agrees to execute and deliver to Grantee, concurrently with the execution of this Security Deed and upon the request of Grantee from time to time hereafter, all financing statements and other documents reasonably required to perfect and maintain the security interest created hereby. Grantor hereby irrevocably (as long as the Debt remains unpaid) makes, constitutes and appoints Grantee as the true and lawful attorney of Borrower, which power is coupled with an interest and is irrevocable, to sign the name of Grantor on any financing statement, continuation of financing statement or similar document required to perfect or continue such security interests. However, to the extent allowed by law, this Security Deed shall be a financing statement sufficient to perfect and maintain any security interest created hereby in the Property and its Proceeds. In addition, Grantor agrees to execute a UCC-2 Notice of

Fixture Filing and to cause same to be filed in the real estate records of the county in which the real property is located in additionally evidence the security interest granted in and to said fixtures. Any reproduction of this instrument or of any other security agreement or financing statement shall be sufficient as a financing statement for purposes of equipment and personal property. Upon Grantor's breach of any covenant or agreement of Grantor contained in this Instrument, including the covenant to pay when due all sums secured by this Instrument, Grantee shall have the remedies of a Secured Party under the Uniform Commercial Code of Georgia. In exercising any of said remedies, Grantee may proceed against the items of real property and any items of personal property specified above as part of the Property separately or together and in any order whatsoever, without in any way affecting the availability of Grantee's remedies under the Uniform Commercial Code as promulgated by the State of Georgia or the other remedies set forth in paragraph 18 of this Instrument. Grantor and Grantee agree that the filing of any such financing statement or statements in the records normally having to do with personal property shall not in any way affect the agreement of Grantor and Grantee that everything used in connection with the production of income from the Property or adapted for use therein which is described or reflected in this Security Deed, is, and at all times and for all purposes and in all proceedings, both legal or equitable, shall be regarded as part of the real estate conveyed hereby regardless of whether (i) any such item is physical attached to the improvements; (ii) serial numbers are used for the better identification of certain items capable of being thus identified in an exhibit to this Security Deed; or (iii) any such item is referred to reflected in any such financing statement or statements so filed at any time. Similarly, the mention in any such financing statement or statements of the rights in and to (i) the proceeds of any fire and/or hazard insurance policy, or (ii) any award in eminent domain proceedings for a taking or for loss of value, or (iii) Grantee's interest as lessor in any present or future lease or rights to income growing out of the use and/or occupancy of the Property, whether pursuant to lease or otherwise, shall not in any way alter any of the rights of Grantee as determined by this Security Deed or affect the priority of Grantee's security interest and granted hereby or by any other recorded document, it being understood and agreed that such mention in such financing statement or statements is solely for the protection of Grantee in the event any court shall at any time hold with respect to the foregoing clause (i), (ii) or (iii) of this sentence, that notice of Grantee's priority of interest, to be effective against a particular class of persons, must be filed in the appropriate Uniform Commercial Code records. Grantor warrants that the location of collateral is or will be upon the Property (excepting materials intended to be located thereon and stored temporarily off site). Grantor covenants and agrees with grantee that Grantor will promptly execute any financing statements or other instruments deemed necessary by Grantee to prevent any filed financing statement from becoming misleading or losing its priority status.

12. **INDEMNIFICATION IN EVENT OF ADVERSE CLAIM.** In the event that Grantee voluntarily or otherwise shall become a party to any suit or legal proceeding involving the Property, it shall be saved harmless and shall be reimbursed by Grantor for any amounts paid, including all costs, charges and reasonable attorney's fees incurred in any such suit or proceeding, and the same shall be secured by this Security Deed and payable upon demand.

13. **INSPECTION.** Grantee may at any reasonable time and from time to time make or cause to be made reasonable entries upon and inspections of the Property.

14. **WARRANTIES.** Grantor covenants with Grantee that Grantor is seized of the Property in fee simple, has the right to convey the same in fee simple, that title to the Property is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever, subject only to any declarations, easements, restriction or encumbrances listed in the title option or title insurance policy which Grantee obtained in the transaction in which Grantee obtained this Security Deed.

15. **ATTORNEYS' FEES.** In the event that Grantor shall default in its obligations under this Security Deed, the Note or other Document, and Grantee employs and attorney to assist in the collection of the Debt or to enforce compliance of Grantor with any of the provisions of this Security Deed, the Note or other Documents or in the event Grantor or Grantee shall become parties to any suit or legal proceeding (including any proceeding conducted before any United States Bankruptcy Court) concerning the Property, concerning the lien of this Security Deed, concerning collection of the Debt or concerning compliance by Grantor with any of the provisions of this Security Deed, the Note or other Document, Grantor shall pay Grantee's reasonable attorneys' fees and all of the costs that may be incurred, and such fees and costs shall be secured by this Security Deed and its payment enforced as if it were a part of the Debt. Grantor shall be liable for such attorneys' fees and costs whether or not any suit or proceeding is commenced.

16. **ANTI-MARSHALLING PROVISIONS.** Grantee may grant release at any time and from time to time of all or any portion of the Property (whether or not such releases are required by agreement among the parties) agreeable to Grantee without notice or the consent, approval or agreement of other Parties and interests, including junior lienors and Purchasers subject to the lien of this Security Deed and such releases shall not impair any manner of the validity of or priority of this Security Deed on that portion of the Property remaining subject to this Security Deed, nor release Grantor from personal liability for the Debt. Notwithstanding the existence of any other security interests in the Property held by Grantee or by any other party, Grantee shall have the right to determine the order in which any or all portions of the Debt are satisfied from the proceeds realized upon the exercise of any remedy it has. Grantor, or any party who consents to this, or any party who has actual or constructive notice hereof, hereby waives any and all rights to require the marshalling of assets in connection with the exercise of any of the remedies permitted by applicable law or provided herein.

17. **EVENTS OF DEFAULT.** Grantor shall be in default under this Security Deed upon the occurrence of any of the following:

- (a) Default in the payment or performance of any of the obligations, or of any covenant or warranty, in this Security Deed, in the Note or other Document, or in any other note of Grantor to Grantee or any contract between Grantor and Grantee, or in any contract between any third party and Grantee made for the benefit of Grantor;
- (b) Any warranty, representation or statement made or furnished to Grantee by or on behalf of Grantor in connection with this transaction proving to have been false in any material respect when made or furnished; or
- (c) Loss, theft, substantial damage, destruction to or of the Property, or the assertion or making of any levy, seizure, mechanic's or materialman's lien or attachment thereof or thereon; or
- (d) Death, dissolution, termination of existence, insolvency, business failure, appointment of a Receiver for any part of the property of, assignment for the benefit of creditors by, or the inability to pay debts in the ordinary course of business of the Grantor or any co-maker, endorser, guarantor or surety for Grantor; or
- (e) Failure of a Grantor or any co-maker, endorser, guarantor or surety for Grantor to maintain its existence as a corporation, partnership or limited partnership, or limited liability company, as applicable, in good standing; or
- (f) Upon the entry of any monetary judgement or the assessment of filing of any tax lien against Grantor; or upon the issuance of any writ of garnishment or attachment against any property of debts due or rights of Grantor; or
- (g) The sale (including sale by land contract upon delivery of possession), transfer or encumbrance of all or any part of the Property or any interest therein, or any charge in the ownership or control of any Grantor which is a corporation, partnership, or limited partnership, or limited liability company, without Grantee's prior written consent; or
- (h) If Grantee should otherwise in good faith deem itself, its security interests, the Property or the Debt unsafe or insecure; or should Grantee otherwise believe in good faith that the prospect of payment or other performance is impaired.

18. **REMEDIES OF GRANTEE UPON DEFAULT.** Upon Grantor's breach of any covenant in this Instrument or any other document, including, but not limited to the Note, Grantee may at Grantee's option declare all of the sums secured by this Instrument to be immediately due and payable without further demand, and may invoke the power of sale herein granted (and Grantor appoints Grantee its agent and attorney in fact to exercise said power of sale) and any other remedies permitted by applicable law or as provided herein. Grantor acknowledges that the power of sale herein granted may be exercised by Grantee without prior judicial hearing. Grantor has the right to bring and action to assert the non-existence of a breach or any other defense of Grantor to acceleration of sale. If Grantee invokes the Power of Sale, Grantee shall mail to Grantor a copy of the Notice of Sale in the manner prescribed to applicable law. Grantee shall sell the Property according to the laws of the State of Georgia at the time and place and under the terms designated in the Notice of Sale in one or more parcels and in such order as Grantee may determine. Grantee or Grantee's designee may purchase the Property at any sale. If Grantee exercises its nonjudicial foreclosure remedies, the Grantee shall cause advertisement of the time, place and terms of the sale once a week for four (4) consecutive weeks immediately preceding such sale (but without regard to the number of days) in the newspaper in which Sheriff's Sales are advertised in the county of the real property. The advertisement so published shall be sufficient notice to Grantor, and Grantor hereby waives rights to any and all of notices. Grantee's conveyance, at Grantee's option, as to any public sale, may be in fee simple with either warranties of title or without warranties if Grantee shall so elect, and to this end, Grantor hereby constitutes and appoints Grantee, its agent and attorney-in-fact to make such conveyance and to thereby divest Grantor of all rights, title, interest, equity and equity of redemption that Grantor may have in and to the Property and to vest the same in the purchaser or purchasers at such sale or sales, and all of the acts and doing of said agent and attorney in fact are hereby ratified and confirmed and any recitals in said conveyance or conveyances as to facts essential to a valid sale shall be binding upon Grantor. The aforesaid power of sale, conveyance, and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise, are granted as cumulative of the other remedies provided hereby or by law for collection of the indebtedness secured hereby and shall not be exhausted by one exercise thereof but may be exercised until full payment of all indebtedness secured hereby is paid in full.

In the event of any such foreclosure sale by Grantee, Grantor shall be deemed a tenant holding over and shall forthwith deliver possession to the purchaser of purchasers at such sale or sales or be summarily dispossessed as a tenant at sufferance according to the provisions of law applicable to tenants holding over.

Grantee may adjourn from time to time any sale by it to be made under or by virtue of this Security Deed by announcement at the time and place appointed for such sale for such sale, and except as otherwise provided by any applicable law, Grantee, without further notice of publication and may make such sale at the time and place to which the same shall be so adjourned. In the event of any sale of the Property or any part thereof, the proceeds of said sale shall be applied first to the expenses of such sale and all proceedings in connection therewith including reasonable attorneys' fees and costs of collection, then to taxes and insurance and other items advanced by Grantee to preserve its interest in the Property, then to the payment of late charges and other charges, then to the payment of accrued and unpaid interest, then to the payment of any outstanding principal balance to the Note, with the balance of the secured indebtedness, if any, to Grantor or other creditors if required by applicable law. Grantee at Grantee's option is authorized to foreclose this deed subject to the rights of any tenants of the Property, and the failure to make any such tenants parties to such foreclosure proceedings and to foreclose their rights will not be, nor be asserted to be by Grantor, a defense to any proceedings instituted by Grantee to collect the secured indebtedness.

Further, if a default shall have occurred and be continuing, Grantee may, in addition to the other rights and remedies provided in this Instrument, either with or without entry of taking possession as provided herein or otherwise, proceed by a suit or suits in law or in equity or by any other appropriate proceeding or remedy (i) to enforce payment of the Note or the performance of any term, covenant, condition or agreement of this Security Deed or other loan documents, or any other rights and (ii) to pursue any other remedies available to it, all as Grantee shall determine most effectual for such purposes, including, but not limited to, the exercise of all rights and remedies available to Grantee as a secured party under the Uniform Commercial Code as enacted in the State of Georgia and to exercise all rights and remedies provided to Grantee under the Assignment of Leases conveyed to Grantee in connection with this Loan. In case Grantee shall have proceeded to enforce any right, power or remedy under this Security Deed by foreclosure, entry or otherwise, and such proceeding shall have been discontinued or abandoned for any reason, or shall have been determined adversely to Lender, then and in every such case, Grantor and Grantee shall be restored to their former positions and rights hereunder, and all rights, powers and remedies of Grantee shall continue as if no such proceeding had taken place. Grantee shall have the power (i) to institute and maintain any suits and proceedings as Grantee may deem expedient to prevent any impairment of the Property by acts which may be unlawful or any violation of the Security Deed; (ii) to preserve or protect its interest in the Property and in the rents, issues, profits and revenues arising therefrom; and (iii) to restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement of or compliance with such enactment, rule or order would impair the security hereunder or be prejudicial to the interest of Grantee. In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other proceedings affecting Grantor or the creditors or property of Grantor, Grantee, to the extent permitted by law, shall be entitled to file such proofs of claim and other documents as may be necessary of advisable in order to have the claims of Grantee allowed in such proceedings for the entire amount of the indebtedness at the date of the institution of such proceedings and for any additional portion of the indebtedness accruing after such date.

In addition, if a default shall have occurred and be continuing, Grantee, upon application to a court of competent jurisdiction, shall be entitled as a matter of right without notice and without regard to the occupancy or value of any security for the indebtedness or the solvency of any party bound for its payment, to the appointment of a receiver to take possession of and operate the Property and collect and apply the revenues. The receiver shall have all of the rights and powers permitted under the laws of the State of Georgia. Grantor will pay to Grantee upon demand, all expenses, including receivers' fees, reasonable attorneys' fees, costs and agent's compensation, all incurred pursuant to such receiver appointment and all such expenses could be considered a portion of the indebtedness secured hereby.

19. RELEASE AND CANCELLATION. Upon fulfillment of all obligations, the performance of which is secured by this Security Deed, and upon payment of the Debt, this Security Deed and the Note or other Document shall be marked "Satisfied" and returned to Grantor, and this conveyance shall be null and void and may be cancelled of recorded at the request and cost of Grantor, and title to the Property shall revert as provided by law.

20. MISCELLANEOUS. The captions and headings of the paragraph of this Security Deed are for convenience only and shall not be used to interpret or define any provisions. All remedies provided herein are distinct and cumulative to any other right or remedy under this Security Deed or afforded by law or equity, and may be exercised concurrently, independently or successively. All covenants contained herein shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors or assigns. Whenever used the singular number shall include the plural, and the plural the singular, and the use of any gender shall be applicable to all genders. This Security Deed shall be governed by and construed under Georgia law. Any forbearance by Grantee in exercising any right to remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Grantee shall not be a waiver of Grantee's right to accelerate the maturity of the Debt. Time is of the essence in the payment or performance of any of the obligations, or of any covenant or warranty contained in this Security Deed or in the Note, or other Document, and riders, exhibits or addenda attached hereto shall be deemed incorporated herein by this reference.

IN TESTAMONY WHEREOF, each individual Grantor has hereunto set his hand and adopted as his/her seal the word "SEAL" appearing beside or near his/her signature, this sealed instrument being executed and delivered on the date first above written.

Grantor: Therrell J. Lindsay (SEAL) Grantor: _____ (SEAL)

Grantor: _____ (SEAL) Grantor: _____ (SEAL)

Signed, sealed and delivered in the presence of:

Unofficial Witness _____

Notary Public William B. Latham

Commission Expiration Date: 4-4-2004

NOTARY PUBLIC
[NOTARIAL SEAL]
ALABAMA, STATE AT LARGE

EXHIBIT "A"

[Attach Legal Description]

Lots 1 and 2, according to the survey of Spring Creek, as recorded in Map Book 24, page 115, in the Probate Court of Shelby County, Alabama. Said map being incorporated herein for a more full and complete description of said tract.

EXHIBIT "B"

DEBTOR:

SECURED PARTY:

Branch Banking and Trust Company
200 West Second Street, Third Floor
Winston-Salem, North Carolina 27101

- _____ (a) All buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Land, and all fixtures, machinery, equipment, building materials, appliances and goods of every nature now or hereafter located on or upon, or intended to be used in connection with, the Land or the improvements thereon, including, but not by way of limitation, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light; and all elevators and related machinery and equipment; all plumbing; and all personal property and fixtures of every kind and character now or at any time hereafter located in or upon the Land or the improvements thereon, or which may now or hereafter be used or obtained in connection therewith, including, without limitation, fixtures, machinery, equipment, appliances, building supplies and materials, books and records, contract rights, chattels, general intangibles and personal property of every kind and nature whatsoever now or hereafter owned by Debtor and located in, on or about, or used or intended to be used with or in connection with the use, operation or enjoyment of the Land or any improvements thereon, including all extensions, additions, improvements, betterments, after-acquired property, renewals, replacements and substitutions, or proceeds from a permitted sale of any of the foregoing, and all the right, title and interest of Debtor in any such fixtures, machinery, equipment, appliances, and personal property subject to or covered by any prior security agreement, conditional sales contract, chattel mortgage or similar lien or claim, together with the benefit of any deposits or payments now or hereafter made by Debtor or on behalf of Debtor, all trade names, trademarks, service marks, logos, patents and goodwill related thereto which in any way now or hereafter belong, relate or appertain to the Land or any improvements thereon or any part thereof or are now or hereafter acquired by Debtor, and all accounts, chattel paper, contract rights, documents, equipment, fixtures, and general intangibles constituting proceeds acquired with cash proceeds of any of the property described herein, and all other interests of every kind and character in all of the real, personal, intangible and mixed properties described herein which Debtor may now own or at any time hereafter acquire, all of which are hereby declared and shall be deemed to be fixtures and accessions to the Land and a part of the Land as between the parties hereto and all persons claiming by, through or under them.
- ✓ _____ (b) All of the interest of Debtor in all easements, rights-of-way, licenses, operating agreements, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, oil and gas and other minerals, flowers, shrubs, crops, trees, timber and other emblements now or hereafter located on the Land or under or above the same or any part or parcel thereof, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances, reversion and reversions, remainder and remainders, whatsoever, in any way belonging, relating or appertaining to the Land or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Debtor.
- _____ (c) All income (including but not limited to, all revenues, pledges, income, gifts, donations and offerings from whatever source owned by Debtor), rents, issues, royalties, profits, revenues and other benefits of the Land from time to time accruing, all payments under leases or tenancies, proceeds of insurance, condemnation awards and payments and all payments on account of oil and gas and other mineral leases, working interests, production payments, royalties, overriding royalties, rents, delay rents, operating interests, participating interests and other such entitlements, and all the estate, right title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of Debtor of, in and to the same (hereinafter collectively referred to as the "Revenues"); reserving only the right to Debtor to collect the Revenues as provided in the Deed And Agreement executed by Debtor in favor of Secured Party.
- _____ (d) All construction or development contracts, subcontracts, architectural agreements, labor, material and payment bonds, and plans and specifications relating to the construction of improvements on the Land including, without limitation (i) any engineering or architectural agreements entered into with respect to the design and other engineering or architectural services; (ii) the plans and specifications for the construction of said improvements prepared by any engineer or architect; and (iii) any agreements entered into with contractor, suppliers, materialmen or laborers with respect to construction of improvements on the Land.
- _____ (e) Any and all management contracts, agreements, or other correspondence entered into by and between Debtor and third parties for the management of the collateral secured hereby.
- _____ (f) All of Debtor's computer equipment, including, but not limited to, operating manuals and tools, computers, printers, monitors and all accessions thereto and all hardware and software installed therein, all customer lists, corporate books and records, service and operating manuals, all computer records, including floppy disks and internal hard drives, tax refunds, licenses, equipment leases and rights under manufacturers' warranties, and all proceeds therefrom, whether cash, insurance or otherwise.
- _____ (g) All equipment, including goods, of every kind and character now or hereafter owned by Debtor including fixtures, machinery, equipment, appliances, vehicles and other like personal property, conditional sales contracts, chattel mortgages or other similar liens or claims, together with the benefit of any deposits or payments now or hereafter made by Debtor or on behalf of Debtor, all trade fixtures, plumbing, elevators, related machinery and equipment, appliances, building supplies and materials together with any and all accessions, parts, attachments, tools, operating manuals and all replacements thereof, as well as any contract rights, choses in action, and general intangibles all considered equipment, as well as products and proceeds therefrom, whether by cash, insurance or otherwise, which Debtor may now own or hereafter at any time acquire.
- _____ (h) All inventory now or hereafter acquired by Debtor, together with all related contract rights, instruments, conditional sales contracts, or other similar liens or claims, together with the benefit of any deposit or payment now or hereafter made by Debtor or on behalf of Debtor, chattel paper, documents, general intangibles, goods, related building supplies and materials, parts, accessories, attachments, operating manuals and all replacements thereof which comprise Debtor's inventory, and vehicles which are Debtor's inventory, and all other interests of every kind and character which Debtor may now own or hereafter at any time acquire, together with proceeds and products acquired with cash, insurance or other proceeds of the inventory described herein.
- _____ (i) All accounts including, but not limited to, accounts receivable, books and records, contract rights, documents, checks, notes, drafts, conditional sales contracts, chattel paper or other similar liens or claims, together with the benefit of any deposits or payments now or hereafter made by Debtor or on behalf of Debtor, acceptances and other forms of obligations and receivables, general intangibles, income, profits and other monies generated from said accounts, and instruments, as well as proceeds acquired with cash, insurance, or other proceeds of any of the property described herein and all other interests of every kind or character and all of the above-referenced accounts described herein which Debtor may now own or at any time hereafter acquire, including proceeds and products therefrom.
- _____ (j) Other types of collateral including farm products, vehicles (excluding Debtor's personal vehicles, if any), books and records, consumer goods, any other tradenames, trademarks, servicemarks, logos, patents and goodwill which in any way now or hereafter belong, relate or pertain to Debtor or Debtor's business.

Note: Please check all applicable paragraphs.

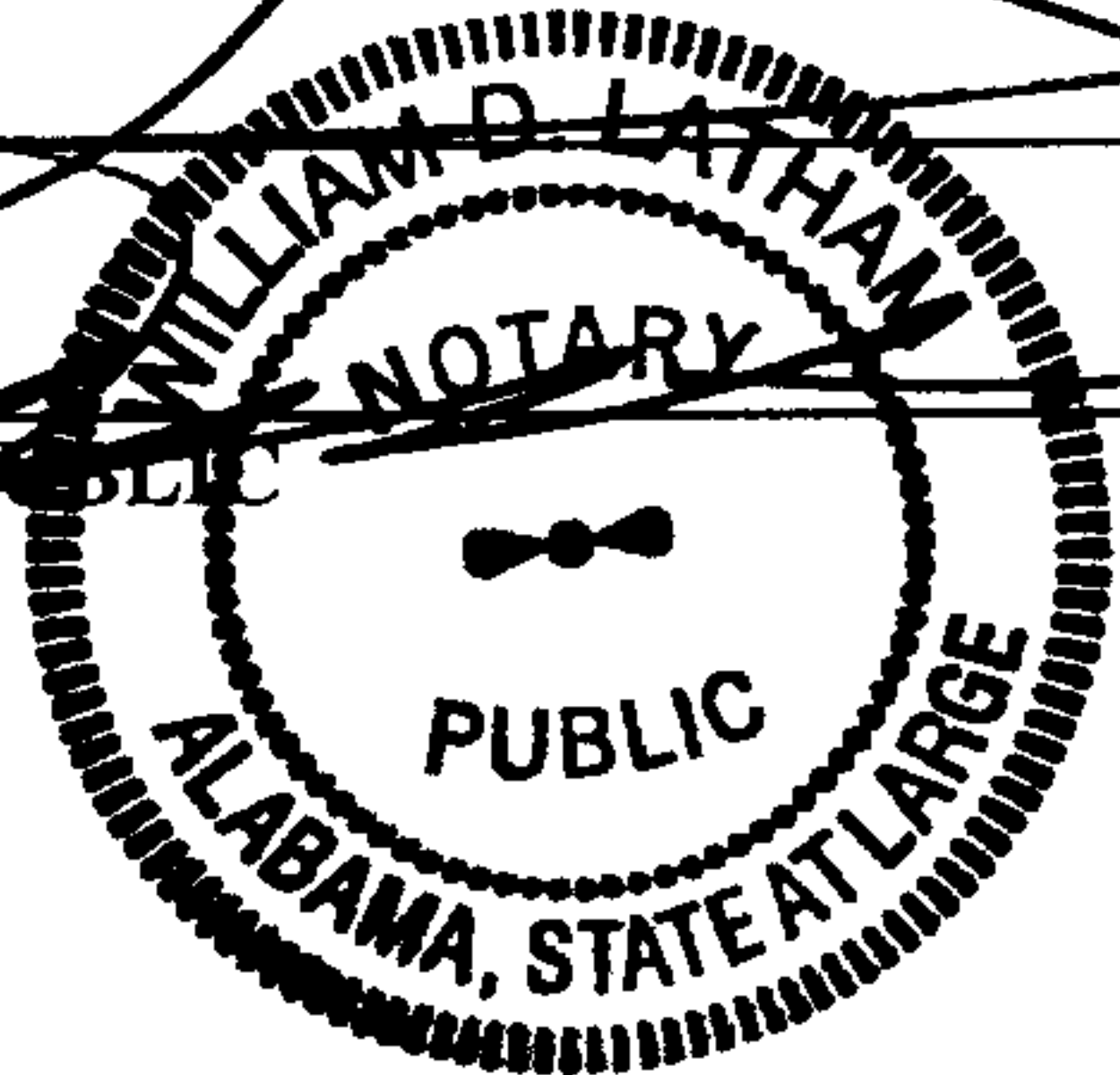
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Shelby Cnty Judge of Probate, AL
05/29/2002 07:56:00 FILED/CERTIFIED

WAIVER OF BORROWER'S RIGHTS

READ AND AGREED BY GRANTOR:

~~Signed, sealed and delivered~~ in the presence of:

~~Witness~~



Theresa L. Lindsay (SEAL)
Grantor (SEAL)

Grantor

Grantor

Grantor

FORECLOSURE CLOSING DISCLOSURE

Under Georgia Statute 7-1-1014(3) the lender is required to disclose to such applicant for a mortgage loan that failure to meet every condition of the mortgage loan may result in the loss of the borrower's property through foreclosure.

Borrower

Mollie L. Lindsey
Borrower