

GEORGIA.

All that lot, or parcel of land lying and being within the City of Toccoa, Stephens County, Georgia, consisting of all of lots Nos. 14, 15, 16 and twenty feet off of the east side of lot No. 13, all in block No. 11, each of said lots Nos. 14, 15 and 16 fronting 50 feet on the north side of the Southern Railway Company right-of-way and extending back 100 feet to an alley, and said portion of lot No. 13 fronting 20 feet on the north side of said right-of-way and extending back 100 feet to said alley. All of said lots aggregate a frontage of 170 feet on the north side of the Southern Railway Company right-of-way and extend back north 100 feet to said alley and adjoin said alley on the North, Broad Street on the East, Southern Railway Company on the South and property of F. J. Hunter on the West. The numbering of said block and the numbering of said lots is taken from the survey and map of the City of Toccoa known as the Mareno plat.

All that tract or parcel of land lying and being in Land Lot 139 of the 10th District of Habersham County, Georgia, being lots Nos. 21, 22, and 23 in Block "A" of the Level Ridge Circle Subdivision which subdivision lies partly within and partly without the limits of the City of Cornelia, commencing at a stake corner at the intersection of lots Nos. 23 and 24 of said subdivision with Peachtree Street or Clarksville Road and running thence in an Easterly direction along the line dividing said lots 23 and 24 to the right-of-way of the Tallulah Falls Railway Company; thence in a southeasterly direction along said right-of-way One hundred fifty (150) feet to the northwest corner of Lot No. 20 of said subdivision; thence in a southwesterly direction along the lines dividing lots 21 and 20 of said subdivision to Peachtree Street or Clarksville Road; thence in a northwesterly direction along the northeast side of Peachtree Street One hundred fifty (150) feet to the beginning corner; being the same property conveyed by H. W. Ferkler to H. W. Caldwell and C. B. Romberg doing business as the Gainesville Ice & Fuel Company by warranty deed dated March 17, 1927, and recorded April 8, 1927, in Deed Book A-16, pages 158 and 159 of the Deed Records of Habersham County.

All that tract or parcel of land lying and being in land lots 152 and 153 of the 9th District of Hall County, Georgia, near the Southern Railway Depot in the City of Gainesville, more particularly described as follows: Beginning at a point formed by the intersection of a line parallel with and Fifty (50) feet Southeast of the original Main line of the Southern Railway and the Northeast boundary of the property of the Gainesville Cotton Mills, and running thence in a northeasterly direction along a line parallel with and Fifty (50) feet Southeast of the Main Line of the Southern Railway North Forty-five (45) degrees Thirty (30) minutes East Seven hundred twenty-three and five-tenths (723.5) feet to a point on Candler Road; thence South Fifty-three (53) degrees Thirty (30) minutes East along Candler Road One hundred sixty-two (162) feet; thence continuing along Candler Road South Twenty-eight (28) degrees Thirty (30) minutes East Six hundred ninety-five and five-tenths (695.5) feet to the property of S. J. Roberts; thence South Forty-nine (49) degrees West along the line dividing the property herein conveyed from the property of S. J. Roberts Five hundred thirteen (513) feet to the property of Gainesville Cotton Mills, thence North Forty-eight (48) degrees and Forty (40) minutes West Eight hundred twelve and three-tenths (812.3) feet to the point of beginning, said described tract containing all of the real estate formerly owned by the Gainesville Ice & Fuel Company on which their plant was located near the depot of the Southern Railway in the City of Gainesville.

All that tract or parcel of land situated, lying and being in the County of Hall, State of Georgia, and in the City of Gainesville, beginning at the Northeast corner of Main street and an alley between the property herein described and the Geo. P. Estes store on Main Street in said City, and running thence northerly along the easterly side of Main Street One hundred nineteen (119) feet, ten (10) inches, more or less, to the property of C. H. Martin; thence easterly at right angles and along the line of property of C. H. Martin a distance of Fifty-three (53) feet, more or less, to a Twenty (20) foot alley between the property herein conveyed and the property formerly conveyed to L. E. Wisdom, B. A. Parks and J. H. Elrod; thence southerly along said Twenty (20) foot alley a distance of One hundred nineteen (119) feet ten (10) inches, more or less, to the alley running back of the Estes store and back of the Gordon property, or what is known as the "Gordon Old Store House"; thence westerly along said last named alley to the beginning point on Main Street a distance of Fifty-three (53) feet, more or less, and bounded on the West by North Main Street, on the North by property of C. H. Martin, on the East by a Twenty (20) foot alley, and on the South by an alley.

All that lot or parcel of land in the City of Augusta, County of Richmond, and State of Georgia, on the North side of the Fourteen Hundred (1400) Block of Ellis Street, shown on Plat Book of the City of Augusta, at the City Offices, as Lots Numbers Four A (4A) and Four B (4B) in Block Number Thirteen (13); and being the Southern portion of Lots Numbers Eighty-four (84), Eighty-five (85), Eighty-six (86), Eighty-seven (87), Eighty-eight (88), and Eighty-nine (89) on Plat recorded in the office of the Clerk of the Superior Court of said County in Book W, page 262; having an aggregate frontage on said Ellis Street of Two Hundred and Forty (240) feet more or less, and extending back of even width but uneven depth, to the Third Level of the Augusta Canal; bounded as a whole North by said Third Level of the Augusta Canal; East by the Tail Race of the Enterprise Factory; South by said Ellis Street; and West by property of the Enterprise Manufacturing Company. Being the same property conveyed as two separate parcels to Ellis Ice & Coal Company, the one, designated above as Lot No. 4A, by The City Council of Augusta by deed dated March 1, 1920, recorded in said Clerk's Office in Book 9E, page 566, with plat attached; and the other designated above as Lot No. 4B, by William Sanford Gardner by deed dated September 19, 1918, recorded in said Clerk's Office in Book 8W, page 313; also,

All that lot and parcel of land, lying and being in the City of Augusta, Richmond County, Georgia, on the West side of Marbury (12th) Street, between Ferry Avenue and the Wrightsboro Road, having a front of One Hundred and Twenty (120) feet on Marbury (12th) Street and extending back between parallel lines a distance of One Hundred and Fifty (150) feet. Said parcel of land comprises Lots Eleven (11), Twelve (12) and Thirteen (13) in Block Nine (9), as shown on a plat of the Standard Place, made by George W. Summers, C. E., in 1923, and recorded in the office of the Clerk of the Superior Court of said County, in Book 10D, page 599, and is bounded, as a whole, North by Lot Number Ten (10); East by Marbury Street; South by Lot Number Fourteen (14) and West by Lot Number Nine (9), all as shown in said Block and plan. Being the same lot conveyed to J. Frank Ellis by Lansing B. Lee as Trustee, by deed dated October 5, 1925, recorded in the office of the Clerk of the Superior Court of said County in Book 10-0, page 48; also,

All that lot or parcel of land situate in the City of Augusta, Richmond County, State of Georgia, between Tuttle Street and Broad Street, the same being in the form of a right angle, and being forty-three (43) feet two (2) inches at its base, one hundred and eighteen (118) feet one (1) inch on its Southern line, and one hundred and ten (110) feet on its Northern line, and being bounded North by Broad Street; East by an alley fifteen (15) feet in width; South by Tuttle Street, and running to a point on its Western boundary. Being the same lot conveyed to J. F. Ellis by The City Council of Augusta by deed dated February 16, 1927, recorded with plat attached in the office of the Clerk of the Superior Court of said County in Book 10Y, page 374; also,

All that lot of land in City of Augusta, Richmond County, State of Georgia, at the intersection of Twigg and Jackson (Eighth) Streets, having a front on said Twigg Street of One Hundred and Twelve (112) feet, more or less, and a front on Jackson Street of One Hundred and Sixteen (116) feet, more or less, and a width on its rear line (North line) of Seventy (70) feet, more or less, and being bounded north by lot of Etheredge; East and southeast by Twigg Street; southwest and west by Jackson Street. Being the same lot conveyed to J. F. Ellis by the Board of Church Extension of the Church Extension Society of the A. M. E. Church by deed dated February 27, 1927, recorded in the office of the Clerk of the Superior Court of said County, in Book 10Y, page 413; also,

A certain agreement, with all rights and privileges thereunder, between the Charleston & Western Carolina Railway Company and Ellis Ice & Coal Company, dated January 1, 1914, for the lease by the former to the latter of parcel of land shown in red on blue print thereto attached, rectangular in shape, measuring Two Hundred and Fifty (250) feet by Three Hundred (300) feet, being the Eastern part of a tract of land belonging to said Lessor, situated on the corner of Greene and Fifteenth (15th) Streets, in Augusta, Georgia, on the opposite of Ellis Street from the parcel of land first above described; also,

A certain agreement, with all rights and privileges thereunder, between the Charleston & Western Carolina Railway Company and Ellis Ice & Coal Company, dated January 28, 1913, for the construction, maintenance and operation by said Railway Company of a spur track from its main line, across the leased lot next above mentioned, to a connection with a track on the parcel of land first above described, as shown by a blue print of said spur track attached to said agreement.

Subject, however, to all existing railroad rights of way which may affect any of the foregoing parcels.

Also any and all letters patent, patent rights, trade-marks and all applications therefor and all renewals thereof, and all secret processes and all trade names including the name of the Company, together with the good will of the business in connection with which any of the same are or may be used, also all reversions and remainders, and all rents, issues, profits, tolls and other income derived by the Company from any source whatsoever from property now owned by the Company, together with all and singular the tenements, hereditaments and appurtenances belonging or in any wise appertaining to said properties herein described, and also all estates, rights, title, interest, property, possessions, claims and demands whatsoever, either in law or in equity of the Company in and to the above-described property but specifically reserving and excepting from this Indenture all raw materials, supplies, storeroom contents, manufactured products, products in the process of manufacture, merchandise held for sale, cash on hand or in bank, accounts receivable, bills receivable, books of account, investments or reserve funds and working capital and such funds themselves, in whatsoever form they may assume, whether shares of stock, bonds, notes or other evidences of indebtedness, or any property.

acquired by the Company after the execution, delivery and recordation hereof with the exception of additions, extensions, betterments and improvements to the properties of the Company hereinbefore described and located upon or contiguous to such properties.

Subject, however, at all times to the prior title and charge of the Indenture and Deed of Trust dated as of June 1, 1927, from the Company to the American Exchange Irving Trust Company, Trustee (hereinafter sometimes referred to as the "First Indenture") and any indenture supplemental thereto, and of the bonds of the initial and all subsequent series issued and to be issued pursuant to said First Indenture.

TO HAVE AND TO HOLD the Trust Property, with all of the privileges and appurtenances thereunto belonging, unto the Trustee, its successors in the trusts hereof, and its and their assigns, forever.

IN TRUST NEVERTHELESS, under and subject to the provisions and conditions herein set forth, for the purposes aforesaid and for the equal pro rata benefit, security and protection of the registered owners of the Bonds from time to time authenticated, issued and outstanding hereunder, without any preference, priority or distinction whatever of any one Bond over any other Bond by reason of priority in the issue or sale thereof, or otherwise.

And it is hereby covenanted, declared and agreed by the Company, upon the trusts and for the purposes aforesaid, as set forth in the following covenants, agreements, conditions and provisions, viz:

ARTICLE I.

Definitions

Section 1. Whenever used in this instrument, or in the Bonds, unless the context requires some other meaning, the words, "this Indenture", or "the Indenture", include and mean, in addition to this instrument, dated as of June 1, 1927, each and every other instrument (pursuant to the provisions hereof) which the Company may execute with the Trustee and which may therein be stated to be supplemental to this Indenture, and the words "hereof", "hereunder", "herein", "hereby", "hereinbefore", "hereinafter" and other like expressions herein refer to this Indenture as a whole, and in the Bonds to the respective Bonds as a whole, and not to any particular division hereof or thereof.

Section 2. All the provisions of this Indenture and of the Bonds shall be binding upon the Company and its successors and assigns whether or not so expressed, and whether or not any such successor or assign shall have executed and delivered an instrument pursuant to the provisions of Article IX of this Indenture. The provisions of this Indenture and of the Bonds shall inure to the benefit of the Company but (at the option of the Trustee) only to such successors and assigns of the Company as shall have executed and delivered an instrument pursuant to the provisions of said Article IX. Subject to the foregoing provisions of this paragraph, unless otherwise indicated by the context, the term "the Company," whenever used in this Indenture or in the Bonds, includes and means not only the party of the first part hereto but also its successors and assigns.

Section 3. For every purpose of this Indenture and of the Bonds, unless the context requires some other meaning, the following words and terms, and their equivalents, when used in this Indenture, shall respectively have the meaning herein specified with respect thereto: the words "Trust Property" have the meaning specified in the granting clauses hereof; the word "Trustee" means the Trustee hereunder for the time being, whether original or a successor pursuant to the provisions of Sections 3 and 4 of Article VII of this Indenture; the words "Trustee," "Bond," "Bondholder," "holder," "owner" and other words used in the singular or in the plural shall respectively include the plural and the singular, whether or not so expressed; as referring to the Company, the word "president" includes any vice-president, the word "secretary" includes any assistant-secretary, and the word "treasurer" includes any assistant treasurer; the word "person," used with reference to a Bondholder, or otherwise, includes individuals, firms, associations, trusts or corporations; the words "Bondholders," "holders" and other similar words or terms mean the registered owners of Bonds at time outstanding hereunder; the words "registered owner" in respect of each Bond mean the person in whose name that Bond is registered; the words "registered Bonds" means fully registered Bonds, without coupons; and the word "Bonds" includes, to the extent applicable, claims for interest and fully registered Bonds to which the claims for interest appertain.

ARTICLE II.

General Provisions as to the Bonds

Section 1. Subsection A. The amount of Bonds that may be issued hereunder is limited in aggregate principal amount at any one time outstanding to seven hundred and fifty thousand dollars (\$750,000) and such Bonds shall be in the denomination of fifty thousand dollars (\$50,000) each.

Subsection B. The Bonds shall be typewritten or printed from type on steel engraved tints of mimeographed or reproduced on a "Ditto" machine.

Section 2. All of the Bonds shall be executed in the name and on behalf of the Company and under its corporate seal by its president or one of its vice-presidents, attested by its secretary or one of its assistant secretaries. In case any officer of the Company who shall have signed or sealed any of the Bonds shall not have been such officer on the date borne by the Bonds, or shall cease to be such officer before the Bonds so signed or sealed shall have been actually authenticated and delivered, such Bonds, nevertheless, by presentation to the Trustee for authentication, shall be adopted by the Company and may be authenticated and delivered as herein provided and thereupon shall be issued hereunder and shall be as binding upon the Company as though the person who signed or sealed such Bonds had been such officer of the Company on the date borne by the Bonds and on the date of authentication and delivery.

No Bond shall be valid or obligatory for any purpose or be issued or entitled to any lien, right, security or benefit under this Indenture unless such Bond shall bear thereon a certificate executed by the Trustee, substantially in the form hereinbefore set forth. The Trustee shall be under no liability whatever on account of any defect or invalidity in the execution of any Bond authenticated by it hereunder. Such certificate by the Trustee upon any such Bond shall be conclusive and the only evidence that the Bond so authenticated has been duly issued under this Indenture and is valid, obligatory and entitled to the rights, benefits and security hereof, not only as against the Company, but also as against the Trust Property, all claimants thereto and all other Bondholders hereunder.

Section 3. Both principal of and interest on each Bond will be paid without regard to any equities arising between the Company and the original or any intermediate bearer or owner of any Bond. The Company, the Trustee and any other person may treat the registered owner of any Bond as the absolute owner of such Bond for the purpose of receiving payment therefor and for all other purposes, and neither the Company nor the Trustee shall be affected by any notice to the contrary, whether such Bonds shall be overdue or not. All payments of or on account of interest to any registered owner of any Bond (or his registered assigns, if any), and all payments of or on account of principal to any registered owner of any Bond shall be valid and effectual and shall be a discharge of the Company in respect of the liability upon the Bond or claim for interest, as the case may be, to the extent of the sum or sums so paid.

Section 4. The Company will keep, at the principal office of the Trustee, which is hereby appointed the agent of the Company with the title Registrar for the purpose of registering and transferring the Bonds, at all times while any of the Bonds shall be outstanding and unpaid, books for the registration and transfer of the Bonds. Whenever the registered holder of any Bond or Bonds shall surrender the same to the Trustee for transfer, together with a written instrument of transfer, in form approved by the Company and the Trustee, duly executed by such registered holder, or by his attorney duly authorized in writing, the Company shall execute, and the Trustee shall certify and deliver in exchange therefor, in the name of the transferee a new Bond or Bonds for the same aggregate principal amount, which shall have endorsed thereon the same number or numbers which were endorsed upon the Bond or Bonds so surrendered.

ARTICLE III.

Issue of the Bonds.

Section 1. Forthwith upon the execution and delivery of this Indenture, the Company may execute and deliver to the Trustee, and thereupon, and without further action on the part of the Company, the Trustee shall authenticate and deliver to or on a written order or written orders signed by the president or treasurer of the Company, not exceeding seven hundred and fifty thousand dollars (\$750,000) aggregate principal amount of the Bonds, being all of the Bonds authorized to be issued hereunder. All or any part of the Bonds may be so executed and delivered by the Company and authenticated and delivered by the Trustee prior to the recording or filing of this Indenture, but in such case the Company covenants that it will immediately proceed to record or file this Indenture wherever required for the proper protection of the Bondholders and of the Trustee.