

TOGETHER WITH the buildings now or hereafter erected thereon and the appurtenances and all the estate and rights of the said Grantor in and to said premises, including all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, bathtubs, sinks, water closets, basins, pipes, faucets and other plumbing fixtures, as have been, or may hereafter be, by the owner of the premises, attached by nails, bolts, screws, pipe connections, masonry, or in any other manner, to any buildings now on or hereafter placed on said premises and all such items shall be deemed to be fixtures and an accession to the freehold and a part of the realty as between the parties hereto and all persons claiming by, through or under them, and shall be deemed to be a portion of the security for the indebtedness herein mentioned and security by this deed; together with all mirrors, mantels, refrigerating plants, ice boxes, cooking apparatus, stoves, refrigerators, hood fans, air conditioning equipment and appurtenances and such other goods and chattels and personal property as are usually furnished by landlords in letting premises of the character hereby conveyed, together with all additions thereto and replacements thereof, and also all shrubbery and plants now located on or hereafter planted in the soil thereof.

TO HAVE AND TO HOLD the said bargained premises with all and singular the rights, members and appurtenances thereto appertaining, to the only proper use, benefit and behoof of Grantee (his, her, its) heirs, representatives, successors or assigns, in fee simple. Grantor represents that said property is free from all liens and encumbrances of any kind, except as aforesaid, and that Grantor will forever WARRANT AND DEFEND the same against the claims of all persons whomsoever.

This conveyance is made under the provisions of Chapter 67-1301 (Conveyances to Secure Debt) of the 1933 Code of Georgia and acts of the General Assembly amendatory thereto, and upon payment of the debt hereby secured this security deed shall be cancelled and surrendered pursuant thereto, the debt hereby secured being evidenced as follows:

One note in the amount of \$1,716.00 dated January 26, 1968 repayable in 104 weekly installments of \$16.50 each beginning March 25, 1968.

This instrument is intended to secure the indebtedness above described together with any other indebtedness that may hereinafter be incurred by the Grantor to the Grantee, and the Grantee shall be legally and equitably subrogated to the right, title, interest, claims or liens of any parties whose right, title, interest, claims or liens were in whole or in part discharged from the proceeds of the loan hereby secured.

As further security for the debt herein described, Grantor hereby sells, assigns, sets over and transfers to the Grantee, all of the rents, issues, and profits which shall hereafter become due or be paid for the use or occupancy of the above described property, reserving only the right to the Grantor, to collect said rents as long as there is no default in the obligations of the Grantor under this deed in payment of the debt hereby secured. In the event of default in said debt or any part thereof, principal or interest, or in the performance of any obligation of the Grantor under this deed, Grantee may enter upon said premises and collect the rents therefrom, and the Grantee is hereby constituted and appointed as Grantor's agent and attorney in fact to collect such rents by any appropriate proceeding. Grantee is authorized to pay a rental or real estate agent ten per cent (10%) commission for collecting such rents. The net amount of rent so collected shall be applied towards the debt hereby secured.

The Grantor covenants and agrees that no tenant now occupying the premises (or any part thereof) has paid rent in advance; and that no tenant occupying the premises (or any part thereof) shall have the right to pay rent for more than 30 days in advance without written consent of the Grantee, and that any such payment as may be made in violation of this provision shall not protect the tenant paying same against the rights of the Grantee.

Nothing in this instrument shall be construed to obligate the Grantee to discharge or perform the duties of a landlord to a tenant or to impose any liability as a result of the exercise of the option to collect rents, under the instrument, by virtue of a default and it is agreed that the collection or participation therein shall be as agent only for the Grantor.

The Grantor covenants and agrees that so long as any portion of the above described indebtedness shall remain unpaid, to keep the premises and all improvements thereon in, as good condition as now exists, natural wear and tear excepted, and also not to demolish, destroy, or remove any permanent structure now existing on the premises or make any alteration thereon that would constitute a structural change without the written consent of the Grantee. Grantor agrees to pay all taxes and assessments that may be liens upon said premises, as they become due; and to keep all improvements on said premises fully insured against loss by fire and such other hazards as may, from time to time, be required by Grantee, in amounts and companies and with mortgage clause approved by Grantee, and shall deliver the policies of insurance and any renewals thereof to the said Grantee; and that any tax, assessment, or premium of insurance, not paid when due by the Grantor may be paid by the Grantee, and any sum so paid shall be added to the amount of said principal debt as part thereof, shall draw interest from the time of said payment at the rate of eight per cent per annum, and shall, with interest, be covered by the security of this deed. And should the said Grantee receive any money for damages covered by insurance, such money may be retained and applied toward the payment of any amount hereby secured or may be paid over, either wholly or in part, to the said Grantor, to enable the said Grantor to repair or replace improvements, or for any other purpose, without affecting the lien of this deed for the full amount secured hereby before such damage or such payment took place.

TIME BEING OF THE ESSENCE OF THIS CONTRACT, the Grantee shall have the right to accelerate the maturity of the debt hereby secured, by declaring the entire debt to be in default and immediately due and payable, upon the failure of Grantor to make any payment when due, pursuant to the note hereby secured, or upon failure of Grantor to perform any obligation or make any payment required of Grantor by the terms of this deed, and the note hereby secured.