

See deed Book 1241 p. 615

2800 pd
DB 1491-597

BOOK 1334 PAGE 313

DEED TO SECURE DEBT AND SECURITY AGREEMENT

STATE OF GEORGIA
COUNTY OF FULTON

THIS INDENTURE, made this the 15th day of January, 1974, between JAMES W. BRAND, JR., LAWRENCE E. JOYNER, and S. LOWELL WAMMOCK, individually and as sole General Partners of Wakefield Apartments, a Georgia General Partnership, of DeKalb County, Georgia, as parties of the first part (hereinafter collectively called the "Borrower") and the TRUSTEES (and their successors in office) of REALTY GROWTH INVESTORS, a real estate investment trust, organized and existing under the laws of the State of Maryland, as party of the second part (hereinafter called the "Lender"),

WITNESSETH:

That for and in consideration of the sum of ONE HUNDRED AND 10/100 (\$100.00) DOLLARS in hand paid and the other considerations hereinafter mentioned, receipt whereof is hereby acknowledged, the Borrower does hereby bargain, sell, grant and convey to the Lender, its successors and assigns, all of the following described property, to-wit:

(a) All those tracts or parcels of land lying and being in Land Lots 644 and 645 of the 17th District, 2nd Section of Cobb County, Georgia and being more particularly described on Exhibit "A" attached hereto and made a part hereof, together with those certain easements and rights as set forth in Deed of Declaration, dated July 27, 1971, recorded in Deed Book 1241, page 615, Cobb County, Georgia records, as modified by Restated Deed of Declaration, dated January 15, 1974, recorded in Deed Book 1491, page 591 aforesaid records;

(b) All machinery, apparatus, equipment, fittings, fixtures, building materials, whether actually or constructively attached to said property and including all trade, domestic and ornamental fixtures, and articles of personal property of every kind and nature whatsoever now or hereafter located in, upon or under said property or any part thereof and used or useable in connection with any present or future operation of said property and now owned or hereafter acquired by Borrower, including, but without limiting the generality of the foregoing, all heating, air-conditioning, freezing, lighting, laundry, incinerating and power equipment; engines; pipes; pumps; tanks; motors; conduits; switchboards; plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating and communications apparatus; boilers, ranges, furnaces, oil burners or units thereof; appliances; air-cooling and air-conditioning apparatus; vacuum cleaning systems; elevators; escalators; shades; awnings; screens, storm doors and windows; stoves, ranges; wall beds; refrigerators; dishwashers, disposals; attached cabinets; partitions; ducts and compressors; rugs and carpets; draperies; furniture and furnishings together with all additions, renewals and replacements thereof or articles in substitution thereof and all of the estate, right, title and interest of the Borrower in and to all of such property now or hereafter situated on the premises or intended to be used in connection with the operation thereof, all of which shall be deemed to be fixtures and an accession to the freehold and a part of the realty as between the parties hereto

EXHIBIT "B"