

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 secured by this deed. The disposition of any of the above is prohibited, but to the extent any disposition is made in violation hereof, Lender shall have a security interest in the proceeds to the fullest extent permitted by law.

TOGETHER WITH all and singular the rights, privileges, interest, easements, improvements, tenements, hereditaments, members and appurtenances whatsoever, now or hereafter in any way belonging, relating or appertaining to any of the premises hereinabove mentioned or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by the Borrower including but not limited to all rents, profits, issues and revenues of the premises from time to time accruing, whether under leases or tenancies now existing or hereafter created, reserving only the right to the Borrower to collect the same so long as the Borrower is not in default hereunder. All of the property conveyed hereby is herein referred to as "premises."

TO HAVE AND TO HOLD the premises and all parts, rights, members and appurtenances thereof, to the use, benefit and behoof of the Lender, its successors and assigns, in fee simple forever; and the Borrower covenants that Borrower is lawfully seized and possessed of the premises in fee simple and has good right to convey the same, that the same are unencumbered and that the Borrower will warrant and defend the title thereto against the claims of all persons whatsoever.

This conveyance is intended (i) to constitute a security agreement as required under the Uniform Commercial Code of Georgia and (ii) to operate and is to be construed as a deed passing the title to the premises to the Lender and is made under those provisions of the existing laws of the State of Georgia relating to deeds to Secure Debt, and not as a mortgage, and is given to secure a debt (and interest thereon and other indebtedness as described herein) evidenced by a certain Note Secured by Real Estate (hereinafter called the "Note" which is incorporated herein by reference and to which reference is made for all purposes) of even date herewith executed by the Borrower, payable to the order of the Lender in the principal sum of Two Million Five Hundred Fifty Thousand and No/100 (\$2,550,000.00) Dollars, with interest thereon from date as set forth in said Note; said principal and interest being due and payable as set forth in said note and the final payment of principal and interest, being due and payable on January 15, 1976.

This indenture shall also secure, in such order of priority as the Lender may determine, any and all modifications, extensions and renewals (in whole or in part) of the note; all other sums, with interest thereon as herein specified, becoming due or payable to Lender pursuant to the terms hereof; and all other indebtedness now owing or which may be hereafter owing by Borrower to Lender, however incurred, and all renewals, in whole or in part, of said indebtedness; and this indenture shall also secure performance by the Borrower of every obligation of Borrower contained in this indenture, in the Note, in the application for the loan secured hereby, in the Building Loan Agreement of even date herewith between the Lender and the Borrower, and in each and every instrument now or hereafter evidencing or securing the indebtedness secured hereby and in any and all agreements, supplemental agreements and other instruments executed by the Borrower of even date herewith or at any time subsequent to the date hereof for the purpose of further securing any indebtedness hereby secured, or part thereof, or for the purpose of supplementing or amending this indenture or any instrument evidencing or securing the indebtedness and obligations secured hereby.

As to the property designated as Tract I and described in said Exhibit "A", this Deed to Secure Debt and Security Agreement is subject and subordinate to that certain Deed to Secure Debt and Security Agreement from Brand Development Corporation, as Borrower and Denco, Inc. as Fee Owner to James H. Styers, Aubrey C. Doggett, Jr., Edward H. Worley, Howard Holderness, Buck Mickel, Edward H. Warner and Calder H. Womble and their successors in

EXHIBIT "B"