

by operation of law, then Lender may declare a default hereunder and declare all advances theretofore made immediately due and payable, and shall be relieved from further obligation hereunder.

4.03 Notices. All notices, requests, demands and other communications hereunder and under every other instrument evidencing, securing or relating to the indebtedness secured hereby shall be sufficient if sent by United States Certified Mail, Return Receipt Requested, postage prepaid addressed as follows:

(a) To Lender: Munsey Building
Calvert & Fayette Streets
Baltimore, Maryland 21202

(b) To Borrower: c/o Joel S. Wadsworth, Hansell, Post, Brandon & Dorsey, 330 First National Bank Tower, Atlanta, Georgia 30303

The parties may change their addresses by written notice to the other party.

4.04 Exculpation of Trustees. Realty Growth Investors is a real estate investment trust organized under the laws of Maryland, and all persons dealing with Realty Growth Investors must look solely to the Trust Property for the enforcement of any claims against Realty Growth Investors, as neither the trustees, officers, managers, agents, employees, or shareholders assume any personal liability for obligations entered into on behalf of Realty Growth Investor.

4.05 Waiver. Borrower hereby waives any right they may have under the Constitution of the State of Georgia or the Constitution of the United States of America to notice or to a judicial hearing prior to the exercise of any right or remedy provided by this Deed to Secure Debt and Security Agreement to Lender and Borrower waives their rights, if any, to set aside or invalidate any sale duly consummated in accordance with the provisions of this Deed to Secure Debt and Security Agreement on the ground (if such be the case) that the sale was consummated without a prior judicial hearing. All waivers by Borrower in this paragraph have been made voluntarily, intelligently and knowingly, after Borrower has been first informed by counsel of its own choosing as to possible alternative rights.

IN WITNESS WHEREOF, Borrower has signed and sealed this instrument the date and year aforesaid.

Signed, sealed and delivered in the presence of:

Joel S. Wadsworth
Official Witness

John H. [Signature]
Notary Public

Joel S. Wadsworth (SEAL)
JOEL S. WADSWORTH, JR., individually and as General Partner of Wakefield Apartments as aforesaid

Lawrence E. Janner (SEAL)
LAWRENCE E. JANNER, individually and as General Partner of Wakefield Apartments as aforesaid

St. Lowell Wadsworth (SEAL)
ST. LOWELL WADSWORTH, individually and as General Partner of Wakefield Apartments as aforesaid

GEORGIA, Cobb County, Clerk of Superior Court
FILED
APR 27 1974
RECORDED

9323

4328 RV-2

EXHIBIT "B"