BK7992PG162

Return Recorded Document to:
Thomas H. Beisswenger, P.C.
272 West Hancock Avenue, Suite 300B
Athens, GA 30601
File Number: 1755531

HALL COUNTY, Georgia
Real Estate Transfer Tax
Paid $ 450.00
Date 11-2-17
Charles Baker
Superior Court Clerk
By JP

PT61 069-2017-007916

FILED
HALL CO. GA
17 NOV -2 AM 11:55
CHARLES BAKER. CLERK
SUPERIOR-STATE COURT
BY JP

WARRANTY DEED

STATE OF GEORGIA

COUNTY OF CLARKE

THIS INDENTURE, made the **19th day of October, 2017,** between **Wayne Pinnix a/k/a Ronnie W. Pinnix**, as party of the first part, hereinafter called Grantor, and **American IRA, LLC FBO James Tucker Roth IRA (50% undivided interest) and American IRA, LLC FBO John Erik Warm IRA (50% undivided interest)**, as parties of the second part, hereinafter called Grantees (the words "Grantor(s)" and "Grantee(s)" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of **TEN AND 00/100 DOLLARS ($10.00)** and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell alien, convey and confirm unto the said Grantee,

See Exhibit "A" attached hereto and made a part hereof, with American IRA, LLC FBO James Tucker Roth IRA receiving a 50% undivided interest and American IRA, LLC FBO John Erik Warm IRA receiving 50% undivided interest in said property

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has signed and sealed this deed, the day and year first above written.

Signed, sealed and delivered in the presence of:

Jeanette L Scott
Witness

Notary Public Clarke Co Ga.

(Seal)
Wayne Pinnix a/k/a Ronnie W. Pinnix

THOMAS H. BEISSWENGER
NOTARY PUBLIC
GEORGIA
CLARKE COUNTY
MY COMMISSION EXPIRES NOVEMBER 19, 2020

EXHIBIT "A"

All those lots, tracts and parcels of land lying situate and being in Land Lot 170, 9th Land District, Hall County, Georgia, being one-half of Lot 11 and all of Lot 12 of the E O Whiting Resubdivision, Block B, together with Lots 1, 2 and a portion of Lot 4, Block B of the E. O. Whiting Subdivision, said Lots forming one contiguous tract on the Northern quadrant of the intersection of Whiting Drive and State Route 369 (Browns Bridge Road). Said tract is more particularly shown by a plat for the E. O. Whiting Estate prepared by Henry Grady Jarrard, Georgia Registered Land Surveyor, dated April 8, 1985, which plat is by reference made a part hereof. As shown by said plat the property is more particularly described as follows

BEGINNING at a point designated by nail at the intersection of the northern most flange of Whiting Drive as the same intersects with the northern right of way of Browns Bridge Road, running thence along said right of way of Whiting Drive North 53 degrees 01 minutes 14 seconds West 22.42 feet to a nail; thence continuing along the northeastern right of way of Whiting Drive North 26 degrees 48 minutes 35 seconds West 98 46 feet to a point, thence North 29 degrees 26 minutes 41 seconds West 96.61 feet to a point; thence North 30 degrees 05 minutes 13 seconds West 84 11 feet to an iron pin corner; running thence through Lot 11 and along the property of Billie C Cain North 59 degrees 30 minutes East 150.35 feet to an iron pin corner, running thence South 30 degrees 12 minutes 09 seconds East 27.74 feet to an iron pin; thence South 31 degrees 09 minutes 41 seconds East 22.01 feet to a point; thence South 30 degrees 22 minutes 31 seconds East 77 65 feet to an iron pin corner; running thence North 60 degrees 52 minutes 16 seconds East 50.15 feet to an iron pin corner; running thence South 29 degrees 53 minutes 54 seconds East 215.17 feet to an iron pin corner on the northern right of way of Browns Bridge Road; running thence along said right of way of Browns Bridge Road South 72 degrees 02 minutes 02 seconds West 203 14 feet to the point of beginning.

LESS AND EXCEPT all that tract or parcel of land lying and being in Land Lot 170 of the 9th District of Hall County, Georgia, and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, begin at the intersection formed by the northerly right of way line of State Route 369 a/k/a Browns Bridge Road (80-foot right of way) and the southernmost flange of the easterly right of way line of Whiting Drive, thence running easterly along the northerly right of way line of State Route 369 a/k/a Browns Bridge Road North 72 degrees 02 minutes 02 seconds East a distance of 100 95 feet to a point, said point also being the southeastern corner of original Lot 1 , Block B of the E. O. Whiting Subdivision and being the TRUE POINT OF BEGINNING; from the TRUE POINT OF BEGINNING, as thus established, thence leaving the northerly right of way line of State Route 369 a/k/a Browns Bridge Road and running along the original line dividing Lot 1 and Lot 2, E O Whiting Subdivision, North 29 degrees 53 minutes 54 seconds West a distance of 178 10 feet to a point; thence running North 60 degrees 48 minutes 20 seconds East a distance of 50.00 feet to a point; thence running North 30 degrees 22 minutes 31 seconds West a distance of 16.68 feet to a point; thence running North 60 degrees 52 minutes 16 seconds East a distance of 50.15 feet to a point; thence running South 29 degrees 53 minutes 54 seconds East a distance of 214.52 feet to a point on the northerly right of way line of State Route 369 a/k/a Browns Bridge Road; thence running westerly along the northerly right of way line of State Route 369 a/k/a Browns Bridge Road South 71 degrees 58 minutes 38 seconds West a distance of 102 19 feet to a point at the TRUE POINT OF BEGINNING, said property being known as Lot 2 and a portion of Lot 4 of the E O. Whiting Subdivision, said courses and distances being taken from a survey dated May 11, 1993, prepared by Farley-Collins Associates, and bearing the seal of William H. Collins, GRLS No. 1435 and the seal of H. P. Farley, Jr., GRLS No. 1301. Being the same property conveyed by Harry G. Hyatt to William T. Mundy, Jr. by Warranty Deed dated August 20, 1993 and recorded in Deed Book 2018, pages 278-280 of the Hall County, Georgia Deed Records.

V

BK7992PG164

AFTER RECORDING, RETURN TO:
Thomas H. Beisswenger, P.C.
272 W. Hancock Ave. Ste 300B
Athens, GA 30601
File No. 1755531

FILED
HALL CO. GA
17 NOV -2 AM 11:55
CHARLES BAKER, CLERK
SUPERIOR-STATE COURT
BY JP

Georgia Intangible Tax Paid
$ 750.00
11-2- 2017
Charles Baker By JP
Charles Baker, Superior Court Clerk

DEED TO SECURE DEBT AND SECURITY AGREEMENT

State of Georgia
County of Clarke

THIS INDENTURE, made this 19th day of October, 2017, between **American IRA, LLC FBO James Tucker Roth IRA (50% undivided interest) and American IRA, LLC FBO John Erik Warm IRA (50% undivided interest)**, individually and jointly Grantor, and **Wayne Pinnix**, 1010 Jesse Jewel Parkway Gainesville, Ga. 30501, Grantee.

Witnesseth:

That, Whereas, Grantor is justly indebted to Grantee in the sum of **TWO HUNDRED FIFTY THOUSAND AND 00/100 ($250,000.00) Dollars** in lawful money of the United States, and has agreed to pay the same, with interest thereon according to the terms of a certain note (the "Note") given by Grantor to Grantee, bearing even date herewith, with payment of principal and interest on or before the **19th day of December, 2022**, the Note, by reference being made a part hereof;

NOW, Therefore, in consideration of the premises and of the sum hereinabove set forth, Grantor has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto Grantee the following property; to-wit:

See Exhibit A attached hereto and incorporated by reference herein.

Together with all buildings, structures and other improvements now or hereafter located on the property hereinbefore described, or any part and parcel thereof, and

Together with all rights, title and interest of Grantor in and to the minerals, flowers, shrubs, crops, trees, timber, and other emblements now or hereafter on said property or above the same or any part or parcel thereof, and

Together with all and singular the tenements, hereditaments, easements and appurtenances thereunto belonging or in any wise appertaining, and the reversion or reversions, remainder and remainders, rents issues and profits thereof, and also all the estate, right, title interest; claim and demand whatsoever of Grantor of, in and to the same and of, in and to every part and parcel thereof; and

Together with all fixtures, whether actually or constructively attached to said property, including, but without limiting the generality of the foregoing, all heating, plumbing, boilers, furnaces, oil burners or units thereof, air-cooling and air-conditioning apparatus, elevators and escalators, together with all building materials and fixtures now or hereafter delivered to the premises and intended to be installed therein, together with all additions thereto and replacements thereof (Grantor hereby agreeing with respect to all additions and replacements to execute and deliver from time to time such further instruments as may be requested by Grantee to confirm the conveyance, transfer and assignment of any of the foregoing); and

Together with any and all rents which are now due or may hereafter become due by reason of the renting, leasing and bailment of property and improvements thereon; and

Together with any and all awards or payments, including interest thereon, and the right to receive the same, as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade of any street or (c) any other injury to, taking of, or decrease in the value of, the premises, to the extent of all amounts which may be secured by this deed at the date of receipt of any such award or payment by Grantee and of the reasonable attorney's fees, costs and disbursements incurred by Grantee in connection with the collection of such award or payment.

Reviewed and Approved by: James A. Tucker   Reviewed & Approved: [signature]

To Have and to Hold all the aforesaid property, property rights, contract rights, Equipment and claims (all of which are collectively referred to herein as the "Premises") to the use, benefit and behoof of the Grantee, forever, in Fee Simple.

Grantor warrants that Grantor has good title to the Premises, and is lawfully seized and possessed of the Premises and every part thereof, and has the right to convey same; that the Premises are unencumbered except as may be herein expressly provided; and that Grantor will forever warrant and defend the title to the Premises unto Grantee against the claims of all persons whomsoever.

This instrument is a deed and security agreement passing legal title pursuant to the laws of the State of Georgia governing loan or security deed and security agreements and is not a mortgage; and is made and intended to secure the payment of the indebtedness of Grantor to Grantee evidenced by the Note in accordance with the terms thereof, together with any and all other indebtedness now owing or which may hereafter be owing by Grantor to Grantee, however incurred, including advances by Grantee or any transferee of Grantee for the purpose of paying taxes or premiums on insurance on the Premises or to repair, maintain or improve the Premises (whether or not Grantor is at that time the owner of the Premises), and all renewal or renewals and extension or extensions and modification or modifications and consolidation or consolidations of the Note or other indebtedness, either in whole or in part (all of which are collectively referred to herein as the "Secured Indebtedness").

1. Grantor shall pay to Grantee the Secured Indebtedness with interest thereon as in the Note and this deed provided, except as otherwise specified herein.

2. Grantor shall pay when due and payable: (a) all taxes, assessments, general or special, and other charges levied on, or assessed, placed or made against the Premises, this instrument or the Secured Indebtedness or any interest of the Grantee in the Premises or the obligations secured hereby; (b) premiums on policies of fire and other hazard insurance covering the Premises, as required in Article 3 herein; (c) premiums on all collaterally pledged life insurance policies, if any; (d) premiums for mortgage insurance, if this deed and the Note are so insured; and (e) ground rents or other lease rentals, if any; payable by Grantor. Grantor shall promptly deliver to Grantee receipts showing payment in full of all the above items. Upon notification from Grantee, Grantor shall pay Grantee, together with and in addition to the payments of principal and interest payable under the terms of the Note secured hereby, on the installment-paying dates of the Note until said Note is fully paid or until notification from Grantee to the contrary, an amount reasonably sufficient (as estimated by Grantee) to provide Grantee with funds to pay said taxes, assessments, insurance premiums, rents and other charges next due so that Grantee will have sufficient funds on hand to pay same thirty (30) days before the date on which they become past due. In no event shall Grantee be liable for any interest on any amount paid to it as herein required, and the money so received may be held and commingled with its own funds, pending payment or application thereof as herein provided. Grantor shall furnish to Grantee, at least thirty (30) days before the date on which the same will become past due, an official statement of the amount of said taxes, assessments, insurance premiums and rents next due, and Grantee shall pay said charges to the amount of the then unused credit therefore as and when they become severally due and payable. An official receipt therefore shall be conclusive evidence of such payment and of the validity of such charges. Grantee may, at its option, pay any of these charges when payable, either before or after they become past due, without notice, or make advances therefore in excess of the then amount of credit for said charges. The excess amount advanced shall become part of the Secured Indebtedness and bear interest at the rate of interest provided in the Note from date of advancement. Grantee may apply credits held by it for the above charges, or any part thereof on account of any delinquent installments of principal or interest or any other payments maturing or due under this instrument, and the amount of credit existing at any time shall be reduced by the amount thereof paid or applied as herein provided. The amount of the existing credit hereunder at the time of any transfer of the Premises shall, without assignment thereof, inure to the benefit of the successor-owner of the Premises and shall be applied under and subject to all of the provisions hereof. Upon payment in full of the Secured Indebtedness, the amount of any unused credit shall be paid over to the person entitled to receive it.

3. Grantor shall maintain the Premises in good condition and repair, shall not commit or suffer any waste to the Premises, and shall comply with, or cause to be complied with, all restrictive covenants, statutes, ordinances and requirements of any governmental authority relating to the Premises and the use thereof or any part thereof. Grantor shall promptly repair, restore, replace or rebuild any part of the Premises, now or hereafter encumbered by this deed, which may be affected by any proceeding of the character referred to in Article 7 herein. No part of the Premises, including, but not limited to, any building, structure, parking lot, driveway, landscape scheme, timber or other ground improvement, equipment or other property, now or hereafter conveyed as security by or pursuant to this deed, shall be removed, demolished or materially altered without the prior written consent of Grantee. Grantor shall

Reviewed and Approved by: [signature] Reviewed & Approved: [signature] complete, within a reasonable time, and pay for any building, structure or other improvement at any time in the process of construction on the property herein conveyed. Grantor shall not initiate, join in or consent to any change in any private restrictive covenant, zoning ordinance or other public or private restrictions limiting or defining the uses which may be made of the Premises or any part thereof. Grantee and any persons authorized by Grantee shall have the right to enter and inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose.

4. Grantor shall execute and deliver (and pay the costs of preparation and recording thereof) to Grantee and to any subsequent holder from time to time, upon demand, any further instrument or instruments, including, but not limited to, security deeds, security agreements, financing statements, assignments and renewal and substitution notes, so as to reaffirm, to correct and to perfect the evidence of the obligation hereby secured and the legal security title of Grantee to all or any part of the Premises intended to be hereby conveyed, whether now conveyed, later substituted for, or acquired subsequent to the date of this Deed and extensions or modifications thereof. Grantor, upon request, made either personally or by mail, shall certify by a writing, duly acknowledged, to Grantee or to any proposed assignee of this deed, the amount of principal and interest then owing on the Secured Indebtedness and whether or not any offsets or defenses exist against the Secured Indebtedness, within 6 days in case the request is made personally, or within 10 days after the mailing of such request in case the request is made by mail.

5. Grantee shall be subrogated to all right, lien, or equity of all persons to whom it may have paid moneys in settlement of liens, charges, or in acquisition of title of or for its benefit hereunder, or for the benefit and account of Grantor at the time of making the loan evidenced by this security deed, or subsequently under any of the provisions herein.

6. Notwithstanding any taking of any property, herein conveyed and agreed to be conveyed, by eminent domain, alteration of the grade of any street or other injury to, or decrease in value of, the Premises by any public or quasi-public authority or corporation, Grantor shall continue to pay principal and interest on the Secured Indebtedness, and any reduction in the Secured Indebtedness resulting from the application by Grantee of any award or payment for such taking, alteration, injury or decrease in value of Premises, as hereinafter set forth, shall be deemed to take effect only on the date of such receipt; and said award or payment may, at the option of Grantee, be retained and applied by Grantee toward payment of the Secured Indebtedness, or be paid over, wholly or in part, to Grantor for the purpose of altering, restoring or rebuilding any part of the Premises which may have been altered, damaged or destroyed as a result of any such taking, alteration of grade, or other injury to the Premises, or for any other purpose or object satisfactory to Grantee, but Grantee shall not be obligated to see to the application of any amount paid over to Grantor. If, prior to the receipt by Grantee of such award or payment, the Premises shall have been sold on foreclosure of this deed, Grantee shall have the right to receive said award or payment to the extent of any deficiency found to be due upon such sale, with legal interest thereon, whether or not a deficiency judgement on this deed shall have been sought or recovered or denied, and of the reasonable counsel fees, costs and disbursements incurred by Grantee in connection with the collection of such award or payment.

7. Grantor shall deliver to Grantee, at any time within 30 days after notice and demand by Grantee but not more frequently than once per month, a statement in such reasonable detail as Grantee may request, certified by the Grantor or an executive officer of a corporate Grantor, of the leases relating to the Premises, and (ii) a statement in such reasonable detail as Grantee may request, certified by a certified public accountant or, at the option of Grantee, by the Grantor or an executive officer or treasurer of a corporate Grantor, of the income from and expenses of any one or more of the following: (a) the conduct of any business on the Premises (b) the operation of the Premises; or (c) the leasing of the Premises or any part thereof, for the last 12 months calendar period prior to the giving of such notice, and, on demand, Grantor shall furnish to Grantee executed counterparts of any such leases at convenient facilities for the audit and verification of any such statement.

8. Each of the following events shall constitute an "Event of Default" under this deed:

(i) should Grantor fail to pay the Secured Indebtedness or any part thereof, when and as the same shall become due and payable;

(ii) should any warranty or representation of Grantor herein contained, or contained in any instrument, transfer, certificate, statement, conveyance, assignment or loan agreement given with respect to the Secured Indebtedness, prove untrue or misleading in any material aspect;

Reviewed and Approved by:

Reviewed & Approved:

(iii) should the Premises be subject to actual or threatened waste, or any part thereof be removed, demolished or materially altered so that the value of the Premises be diminished except as provided for in Article 6 herein;

(iv) should any federal tax lien or claim of lien for labor or material be filed of record against Grantor or the Premises and not be removed by payment or bond within 30 days from date of recording;

(v) should any claim of priority to this deed by title, lien or otherwise be asserted in any legal or equitable proceeding;

(vi) should Grantor, if a corporation, be liquidated or dissolved or its charter expire or be revoked, or, if a partnership or business association, be dissolved or partitioned, or, if a trust, be terminated or expire;

(vii) should the Grantor make an assignment for the benefit of creditors, file or have filed against Grantor a petition for relief under any chapter of the Bankruptcy Code, or should any custodian, receiver, or trustee be appointed for it or any part of its assets or should any proceeding under any bankruptcy, reorganization, arrangements, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction, whether or not hereafter in effect, be commenced by or against Grantor;

(viii) should Grantor fail to keep, observe, perform, carry out and execute in every particular the covenants, agreements, obligations and conditions set out in this deed, or in the Note, or in any instrument, transfer, conveyance, assignment or loan agreement given with respect to the Secured Indebtedness; (ix) should any event occur under any instrument, deed or agreement, given or made by Grantor to or with any third party, which would authorize the acceleration of any debt to any such third party the acceleration of which would materially affect Grantor's ability to pay when due any amounts owed to Grantee;

(x) should Grantor fail to perform any agreement or promise to Grantee or to pay any obligation whatsoever to Grantee when due.

(xi) it is specifically understood and agreed by the parties herein that any sale, change of ownership, change in possession or transfer of any interest in the above-described property without the consent of the Grantee hereof shall, at the option of the Grantee, constitute a default hereunder (see Article 12 herein).

9. If an Event of Default occurs and remains uncured, Grantee may do any one or more of the following:

(i) enter upon and take possession of the Premises without the appointment of a receiver, or an application therefor, employ a managing agent of the Premises and let the same, either in its own name, or in the name of Grantor, and receive the rents, incomes, issues and profits of the Premises and apply the same, after payment of all necessary charges and expenses, on account of the Secured Indebtedness, and Grantor will transfer and assign to Grantee, in form satisfactory to Grantee, Grantor's lessor interest in any lease now or hereafter affecting the whole or any part of the Premises;

(ii) pay any sums in any form or manner deemed expedient by Grantee to protect the security of this instrument or to cure any event of default other than payment of interest and principal on Secured Indebtedness; make any payment hereby authorized to be made according to any bill, statement or estimate furnished or procured from the appropriate public officer or the party claiming payment without inquiry into the accuracy or validity thereof, and the receipt of any such public officer or party in the hands of Grantee shall be conclusive evidence of the validity and amount of items so paid, in which event the amounts so paid, with interest thereon from the date of such payment at the rate of interest stated in the Note shall be added to and become a part of the Secured Indebtedness and be immediately due and payable to Grantee; and Grantee shall be subrogated to any encumbrance, lien, claim or demand, and to all the rights and securities for the payment thereof, paid or discharged with the principal sum secured hereby or by Grantee under the provisions hereof, and any such subrogation rights shall be additional and cumulative security to this instrument;

(iii) declare the entire Secured Indebtedness immediately due, payable and collectible, without notice to Grantor, regardless of maturity, and in that event, the entire Secured Indebtedness shall become immediately due, payable and collectible; and thereupon, Grantee may sell and dispose of the Premises at public auction, at the usual place for conducting sales at the courthouse in the county where the Premises or any part thereof may be, to the highest bidder for cash, first advertising the time, terms and place of such sale by publishing a notice thereof once a week for four consecutive weeks in a newspaper in which sheriff's advertisements are published in said county, and after giving such other notice required by law; and Grantee may thereupon execute and deliver to the purchaser at said sale a sufficient conveyance of the Premises in fee simple, which conveyance may contain recitals as to the happening of the default upon which the execution of the power of sale, herein granted, depends, and said recitals shall be presumptive evidence that all preliminary acts prerequisite to said sale and deed were in all things duly complied with; and Grantee, its agents, representatives, successors or assigns, may bid and

Reviewed and Approved by: Reviewed & Approved:

purchase at such sale; and Grantor hereby constitutes and appoints grantee or its assigns agent and attorney in fact to make such recitals, sale and conveyance, and all of the acts of such attorney in fact are hereby ratified, and Grantor agrees that such recitals shall be binding and conclusive upon Grantor and that the conveyance to be made by Grantee, or its assigns, (and in the event of a deed in lieu of foreclosure, then as to such conveyance) shall be effectual to bar all right, title and interest, equity of redemption, including all statutory redemption, homestead, dower, courtesy, and all other exemptions of Grantor, or its successors in interest, in and to said Premises; and Grantee, or its assigns, shall collect the proceeds of such sale, reserving therefrom all unpaid Secured Indebtedness with interest then due thereon, and all amounts advanced by Grantee for taxes, assessments, fire insurance premiums and other charges, with interest at the rate of interest stated in the Note thereon from date of payment, together with all costs and charges for advertising, and commissions for selling the Premises, and fifteen percent (15%) of the aggregate amount due, as attorney's fees, and pay over any surplus to Grantor (in the event of deficiency Grantor shall immediately on demand from Grantee pay over to Grantee, or its nominee, such deficiency); and Grantor agrees that possession of the Premises during the existence of the Secured Indebtedness by Grantor, or any person claiming under Grantor, shall be that of tenant under Grantee, or its assigns, and, in case of a sale, as herein provided, Grantor or any person in possession under Grantor shall then become and be tenants holding over, and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over; the power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise, and are in addition to any and all other remedies which Grantee may have at law or in equity.

Grantee, in any action to foreclose this deed, or upon any event of default, shall be at liberty to apply for the appointment of a receiver of the rents and profits or of the Premises or both without notice, and shall be entitled to the appointment of such a receiver as a matter of right, without consideration of the value of the Premises as security for the amounts due the Grantee, or the solvency of any person or corporation liable for the payment of such amounts.

In case of any sale under this deed by virtue of the exercise of the power herein granted, or pursuant to any order in any judicial proceedings or otherwise, at the election of Grantee the Premises or any part thereof may be sold in one parcel and as an entirety, or in such parcels, manner or order as Grantee in its sole discretion may elect, and one or more exercises of the powers herein granted shall not extinguish or exhaust the power unless the entire Premises are sold or the Secured Indebtedness paid in full.

10. Grantor agrees that where, by the terms of the conveyance or the Note secured hereby, a day is named or a time fixed for the payment of any sum of money or the performance of any agreement, the time stated enters into the consideration and is of the essence of the whole contract.

11. If all or any part of the Premises is sold, conveyed or otherwise transferred without obtaining the prior written consent of Grantee, Grantee may declare an AEvent of Default@ except as prohibited by law. Grantee may, in its sole discretion, consent to such sale or transfer. Should Grantee consent to such sale or transfer, it will be deemed to have waived its right to accelerate the Secured Indebtedness only if prior to such sale or transfer (a) Grantee determines that the credit of any purchaser or transferee is satisfactory; (b) the purchaser or transferee agrees to pay interest on the amount owed to Grantee under the Note and under this Deed to Secure Debt at whatever rate Grantee requires; (c) the purchaser or transferee executes an assumption agreement that is acceptable to Grantee that obligates the purchaser or transferee to keep all the promises and agreements made in the Note and in this Deed to Secure Debt whether according to their original terms or as amended pursuant to the assumption agreement and (d) the purchaser or transferee pays the transfer fee required by Grantee. The foregoing provisions will apply to each and every sale and transfer whether or not the Grantee has consented to any previous sale or transfer.

12. Grantee shall have the right from time to time to sue for any sums, whether interest, principal or any installment of either or both, taxes, penalties, or any other sums required to be paid under the terms of this deed, as the same become due, without regard to whether or not all of the Secured Indebtedness shall be due on demand, and without prejudice to the right of Grantee thereafter to enforce any appropriate remedy against the Grantor, including an action of foreclosure, or any other action, for a default or defaults by Grantor existing at the time such earlier action was commenced.

Reviewed and Approved by: *[signature]*   *Reviewed & Approved:* *[signature]*

13. The rights of Grantee, granted and arising under the clauses and covenants contained in this deed and the Note, shall be separate, distinct and cumulative of other powers and rights herein granted and all other rights which Grantee may have in law or equity, and none of them shall be in exclusion of the others; and all of them are cumulative to the remedies for collection of indebtedness, enforcement of rights under security deeds, and preservation of security as provided at law. No act of Grantee shall be construed as an election to proceed under any one provision herein or under the Note to the exclusion of any other provision, or an election of remedies to the bar of any other remedy allowed at law or in equity, anything herein or otherwise to the contrary notwithstanding.

14. Every provision for notice and demand or request shall be deemed fulfilled by written notice and demand or request personally served on one or more of the persons who shall at the time hold the record title to the Premises, or on their heirs or successors, or mailed by depositing it in any post office station or letter box, enclosed in a postpaid envelope (a) addressed to such person or persons, or their heirs or successors, at his, their or its address last known to Grantee, or (b) addressed to the street address of the Premises hereby conveyed.

15. Any indulgence or departure at any time by the Grantee from any of the provisions hereof, or any obligation hereby secured, shall not modify the same or relate to the future or waive future compliance therewith by the Grantor.

16. The words "Grantor" and "Grantee" whenever used herein shall include all individuals, corporations, (and if a corporation, its officers, employees, agents or attorneys) and any and all other persons or entities, and the respective heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto, and all those holding under either of them, and the pronouns used herein shall include, when appropriate, either gender and both singular and plural, and the word "Note" shall also include one or more notes and the grammatical construction of sentences shall conform thereto. If more than one party shall execute this deed, the term "Grantor" shall mean all parties signing, and each of them, and each agreement, obligation and Secured Indebtedness of the Grantor shall be and means the several as well as joint undertaking of each of them.

17. By execution hereof by the Grantor and acceptance hereof by the Grantee, the parties hereto hereby affirmatively state that they intend to create and establish a perpetual or indefinite security interest in favor of the Grantee in the Premises pursuant to O.C.G.A. '44-14-80(a)(1) or '44-14-80(a)(2), as applicable, and agree that title to the Premises conveyed hereby shall not revert to Grantor until the expiration of the longest period of time permitted under whichever of such subsections as shall be applicable to this conveyance, or, if later, the date determined in accordance with O.C.G.A. '44-14-80(b) or (c), as applicable, if any portion or all of the indebtedness evidenced by the Guarantee is extended or renewed.

18. Any other provision of this Deed to the contrary notwithstanding, Lender, by acceptance hereof, expressly agrees that: (a) Borrower shall be liable upon the Secured Indebtedness to the full extent (but only and limited to the extent) of the security or collateral given to secure the payment hereof, the same being the property described in Exhibit "A" attached hereto; (b) if default occurs in the timely and proper payment of all or any part of such indebtedness, sums or amounts, any proceedings, judicial or otherwise, brought by Lender against Borrower shall be limited to the preservation, enforcement and foreclosure, or any thereof, of the liens, security titles, estates, assignments, property rights and security interests now or at any time hereafter acquired in the said property securing the payment of the Secured Indebtedness, and no attachment, execution, judgment or other writ of process shall be sought, issued or levied upon any assets, properties or funds of Borrower other than said property; and (c) in the event of a foreclosure of such liens, security titles, estates, assignments, property rights and security interests securing the payment of the Secured Indebtedness, whether by judicial proceedings or exercise of power of sale, or otherwise, no judgment for any deficiency upon such indebtedness, sums and amounts shall be sought or obtained by Lender against Borrower; provided, however, that, notwithstanding the foregoing provisions of this paragraph, Borrower shall be fully liable (a) for fraud or misrepresentations, (b) for the misapplication of (i) proceeds paid prior to any such foreclosure under any insurance policies by reason of damage, loss or destruction to any portion of the said property to the full extent of such proceeds so misapplied, (ii) proceeds or awards resulting from the condemnation, or other taking in lieu of condemnation, prior to any such foreclosure, of any portion of the said property to the full extent of such proceeds or awards so misapplied, (iii) rents, issues, profits and revenues received or applicable to a period subsequent to the occurrence of a default under the Loan Documents, but prior to such foreclosure. Nothing contained in this paragraph shall (i) be deemed to constitute a release or impairment

Reviewed and Approved by: Reviewed & Approved:

of the Secured Indebtedness or the lien and validity of this Deed upon the property described herein, or (ii) preclude Lender from foreclosing this Deed in case of any default or enforcing any of the other rights of Lender except as expressly stated in this paragraph.

In Witness Whereof, this deed has been duly executed and sealed by Grantor the day and year first above written.

AMERICAN IRA, LLC FBO JAMES TUCKER ROTH IRA (50% undivided interest)

BY:______________________(SEAL)
AMERICAN IRA, LLC, Third Party Administrator for James Tucker Roth IRA Only

By *Erika Wilson*, Senior Investment Coord.

AMERICAN IRA, LLC FBO JOHN ERIK WARM IRA (50% undivided interest)

BY:______________________(SEAL)
AMERICAN IRA, LLC, Third Party Administrator for John Erik Warm IRA Only

By *Erika Wilson*, Senior Investment Coord.

Signed, sealed and delivered in the presence of:

Unofficial Witness

Notary Public

This instrument is hereby canceled and the Clerk of the Superior Court of Athens-Clarke County, Georgia, is hereby authorized and directed to mark it satisfied of record.

MICHELLE D RUBIO
Notary Public, North Carolina
Buncombe County
My Commission Expires 10-13-18

Reviewed and Approved by:

Reviewed & Approved: