

3.02 Headings. The headings of the sections, paragraphs and subdivisions of this indenture are for the convenience of reference only, are not to be considered a part hereof and shall not limit or otherwise affect any of the terms hereof.

3.03 Invalid Provisions to Affect No Others. If fulfillment of any provision hereof or any transaction related hereto or to the Note, at the time performance of such provisions shall be due, shall involve transcending the limit of validity prescribed by law, then ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity; and if any clause or provision herein contained operates or would prospectively operate to invalidate this indenture in whole or in part, then such clause or provision only shall be held for naught, as though not herein contained, and the remainder of this indenture shall remain operative and in full force and effect.

3.04 Number and Gender. Whenever the singular or plural number, masculine or feminine or neuter gender is used herein, it shall equally include the other.

3.05 "Grantor". The term "Grantor" as used herein shall, if appropriate, include any one or more of the individual parties constituting the Grantor. Without limiting the generality of the foregoing, if the Grantor is a group of individuals, then the term "Grantor" shall include individually each member of such group of individuals, and if the Grantor is either a general or limited partnership, then the term "Grantor" shall include each general partner of such partnership.

ARTICLE IV

4.01 Prior Deeds. In the event of a default by Grantor in the observance or performance of the grantor's or the obligor's covenants and obligations under any one or more of the documents evidencing and securing the indebtedness secured by the deeds to secure debt (the "Prior Deeds"), if any, listed below, such default shall constitute a default hereunder and, in any such event, Grantee, at Grantee's option, may without notice or demand do any one or more of the following: (a) declare immediately due and payable the Note and all other indebtedness secured hereby and proceed to exercise any and all rights and remedies available to Grantee at law or in equity, or (b) make any payments or perform any acts necessary to correct any such default, or (c) pay all or part of the indebtedness secured by any one or more of the Prior Deeds. Any payment so made or costs incurred in connection with the Grantee's action pursuant to this paragraph shall be treated as though such payments were made and such costs were incurred pursuant to the provisions of paragraph 1.10 hereinabove, shall bear interest as set forth in paragraph 1.10 and shall be secured hereby. Grantor hereby assigns to Grantee all surplus funds which may, upon foreclosure, come into the hands of any one or more of the holders of the indebtedness secured by the Prior Deeds and Grantee hereby directs that said surplus funds be paid over to Grantee or the Grantee's assigns upon the debt secured by this Deed to Secure Debt and Security Agreement. Grantor will pay or cause to be paid as and when due all payments due pursuant to the terms and conditions of the promissory notes secured by the Prior Deeds.

Mortgage filed by August Kohn & Company, Inc. on August 1, 1981 in the amount of \$79,000.00

IN WITNESS WHEREOF, this Indenture has been duly executed and sealed by Grantor; any such execution and sealing by a corporation has been carried out by its proper officers thereunto duly authorized; the date and year first above written. Signed, sealed and delivered in the presence of:

*Bonnie Cutting*  
Unofficial Witness  
*[Signature]*  
Unofficial Witness

GRANTOR:

*Craig M. Feagin* (SEAL)  
Craig M. Feagin

*Donna Altman*  
Notary Public

*Laurel S. Feagin* (SEAL)  
Laurel S. Feagin

Notary Public, Georgia State at Large  
My Commission Expires 12-7-86

State of Georgia  
County of DeKalb

Personally before me appeared William J. McDermott, Jr., who being duly sworn says that he saw Craig M. Feagin and Laurel S. Feagin sign, seal and as their act and deed deliver the attached Deed to Secure Debt and Security Agreement, and that he, with Bonnie Cutting witnessed the due execution thereof.

Deed to secure Debt and Security Agreement attached hereto and made a part hereof.

*[Signature]*  
Second Witness

*Donna Altman*

Sworn to before me this 18th Day of March, 1983  
Notary Public in and for the State of Georgia  
My Commission Expires December 7, 1986

\* Russell C. Lash, Aug. 3, 1981

Lot 64 SUGAR CREEK #

\$25,000.00

RECORDED MAR 22 1983  
at 9:30 A.M.

R.M.C. for G. Co., S. C.

Filed for record in the Office of  
the R. M. C. for Greenville  
County, S. C., at 9:30 o'clock  
A.M. Mar. 22, 19 83  
and recorded in Real Estate  
Mortgage Book 1598  
at page 848

MAR 22 1983  
23912

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