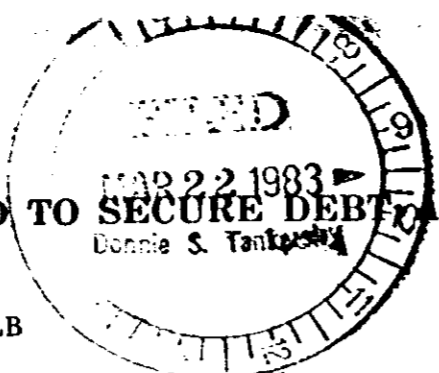


DEED TO SECURE DEBT AND SECURITY AGREEMENT

STATE OF GEORGIA  
COUNTY OF DE KALB



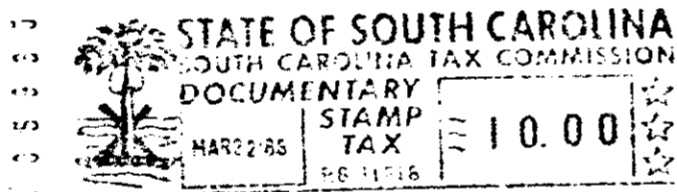
THIS INDENTURE, made this ninth day of March, 1983 between  
Craig M. Feagin and Laurel S. Feagin

(hereinafter called the "Grantor") and PEACHTREE BANK AND TRUST COMPANY, a Georgia banking corporation (hereinafter called the "Grantee"),

WITNESSETH:

That for and in consideration of the sum of ONE HUNDRED AND NO/100 (\$100.00) DOLLARS in hand paid and the other considerations hereinafter mentioned, receipt whereof is hereby acknowledged, the Grantor does hereby bargain, sell, grant and convey to the Grantee, its successors and assigns, all of the following described land, buildings, improvements (including improvements to be made hereafter), fixtures, furniture and appliances and other personal property (hereinafter sometimes collectively called the "premises"), to wit:

Plat known as Lot 64 on Plat of Sugar Creek Map #5, recorded in the RMC Office of Greenville County in Plat Book 6H, Page 2.\*



TOGETHER WITH all rights, title and interest of Grantor in and to the minerals, crops, timber and emblements now or hereafter located on the premises;

TOGETHER WITH all gas and electric fixtures, radiators, heaters, space heaters, engines and machinery, boilers, ranges, ovens, elevators, motors, bathtubs, sinks, water closets, basins, pipes, faucets and other air-conditioning, plumbing, and heating fixtures, drapes, mirrors, mantles, refrigerating plants, refrigerators, iceboxes, dishwashers, carpeting, furniture, furnishings, appliances, fixtures, laundry equipment, cooking apparatus and appurtenances, and all building material and equipment now or hereafter delivered to the premises and intended to be installed therein; goods, equipment, chattels and personal property of every kind and nature whatsoever; together with all renewals or replacements thereof or articles in substitution therefor and all of the estate, right, title and interest of the Grantor in and to all property of any nature whatsoever, 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 fixture and an accession to the freehold and a part of the realty as between the parties hereto 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.

TOGETHER WITH all and singular the rights, members and appurtenances whatsoever, 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 Grantor, 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 Grantor to collect the same so long as the Grantor is not in default hereunder and so long as the same are not subjected to garnishment, levy, attachment or lien. In addition, Grantor hereby assigns, transfers and conveys to Grantee all Grantor's right, title and interest in, to and under all leases now or hereafter leasing or affecting the premises or any part thereof.

TO HAVE AND TO HOLD the premises and all parts, rights, members and appurtenances thereof, to the use, benefit and behoof of the Grantee, its successors and assigns, in fee simple forever; and the Grantor covenants that Grantor 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 Grantor will warrant and defend the title thereto against the claims of all persons whomsoever, except as hereinafter expressly provided.

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 Grantee 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) a debt evidenced by a promissory note (hereinafter called the "Note" which is incorporated herein by reference) dated March 9, 1983, executed by Craig M. Feagin, payable to the order of Grantee in the principal sum of twenty-five thousand and no/100 Dollars (\$ 25,000.00 ) with interest payable on the amounts from time to time disbursed at the rate and in the manner therein specified with a final payment of principal and accrued unpaid interest being due on September 6, 1983, (b) any and all renewals and extensions of the Note, either in whole or in part, whether at the same, a higher or a lower rate of interest than is payable under the Note as originally executed; (c) any and all other indebtedness now owing or which may hereafter be owing by Grantor to Grantee, however incurred, and all renewals and extensions thereof including, without limiting the generality of the foregoing, any and all future advances made by Grantee to or on behalf of or for the account of Grantor; and (d) any consolidation of the Note and such other indebtedness.

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