

4.09 Effect of Nonpayment of Assessments. Any assessment which not paid on or before the Due Date shall bear interest after the Due Date at the lower of the highest legal rate of interest which can be charged or the rate of eighteen (18%) percent per annum or at such rate as the Board may from time to time establish, provided; however, that in no event shall the Board have the power to establish, provided; however, that in no event shall the Board have the power to establish a rate of interest in violation of the laws of the State of Georgia. In the event of default in the payment of any one or more installments of an assessment, the Board may declare any remaining balance of the assessments at once due and payable. In the event that an Owner shall fail to pay fully any portion of any assessment prior to the date on which payment is due, such unpaid portion (including any remaining balance declared immediately due and payable in accordance with the proceeding sentence), together with interest and costs of collection including reasonable attorneys' fees, shall be a binding personal obligation of such Owner, as well as a lien on such Owner's Lot enforceable in accordance with the provisions of this Declaration.

4.10 Certificate of Payment. Upon written demand by an Owner, the Association shall within a reasonable period of time issue and furnish to such Owner a written certificate stating that all assessments (including penalties, interest, and costs have not been paid, setting forth the amount then due and payable. The Association may make a reasonable charge for the insurance of such certificate. Any such certificate, when duly issued as herein

provided, shall be conclusiva and binding with regard to any matter therein stated as between the Association and any bona fide purchaser of, or lender on, the Lot in question.

4.11 Approval by Declarant. Notwithstanding anything to the contrary contained herein, no assessment shall be made without the Approval of Declarant for so long as Declarant has the right to appoint officers and directors of the Association.

ARTICLE V.

EASEMENTS, ZONING, AND OTHER RESTRICTIONS

5.01 Easements.

(a) Declarant hereby expressly reserves to the Declarant, its successors and assigns forever, the right to create perpetual easements in, on, over, and under any part of the Property owned by Declarant for any purpose which Declarant deems necessary, including, by way of example, and not limitation, the following:

(i) the erection, installation, construction, and maintenance of wires, lines, conduits, and poles and the necessary or proper attachments in connection with the transmission of electricity, telephone, cable television cables, and other utilities and similar facilities;

(ii) the erection, installation, construction, and maintenance of storm-water drains, land drains, public and private sewers, irrigation systems, pipelines for supplying gas, water and heat, and for any other public or quasi-public facility, service, or function;

(iii) slope control purposes, including the right to grade and plant slopes and prevent the doing of any activity which might interfere with slopes or which might create erosion or sliding problems or which might change, obstruct, or retard drainage flow; and

(iv) the planting or re-planting of hedges, shrubbery, bushes, trees, flowers, and plants of any nature.

(b) No Owner shall have the right to use any easement created by the Declarant in, on, or over any portion of the Property unless such easement has been assigned by the Declarant to the Association.

5.02 Easement Area. The words "Easement Areas" as used herein shall mean those areas on any Lot with respect to which easements are shown on a recorded deed or on any filed or recorded map or plat relating thereto.

5.03 Entry. The Declarant and its employees, agents, successors, and assigns, shall have the right at all reasonable times to enter upon all parts of each Easement Area is reserved, without being deemed to have committed a trespass or wrongful act solely by reason of such entry and the carrying out of such purposes, provided the same are done in accordance with the provisions of this Section. The Declarant and its employees, agents, successors, and assigns shall be responsible for leaving each Lot in good condition and repair following any work or activity undertaken in an Easement Area pursuant to the provisions of Section 5.01.

5.04 Zoning and Private Restrictions. None of the covenants, restrictions, or easements created or imposed by this Declaration shall be construed as permitting any action prohibited by applicable zoning laws, or by the laws, rules, or regulations of any governmental body. In the event of any conflict between such laws, rules, or regulations and the covenants, restrictions, and easements created or imposed by Declaration, the most restrictive provision shall govern and control.

ARTICLE VI.

ENFORCEMENT

6.01 Right of Enforcement. This Declaration and the restrictions contained herein shall inure to the benefit of and shall be enforceable by (i) the Declarant so long as it is an Owner, (ii) the Association; and (iii) each Owner, his legal representatives, heirs, successors, and assigns.

6.02 Right of Abatement.

(a) In the event of a violation or breach of any Restriction contained in this Declaration the Association shall give written notice by certified mail to the Owner setting forth in reasonable detail the nature of such violation or breach and the specific action or actions needed to be taken to remedy such violation or breach. If the Owner shall fail to take reasonable steps to remedy such violation or breach within thirty (30) days after the mailing of said written notice, then the Association shall have the Right of Abatement.

(b) The Right of Abatement, as used in this Section, means the right of the Association through its agents and employees, to enter at all reasonable times upon any Lot or Structure, as to which a violation, breach, or other condition to be remedied exists, and to take the actions specified in the notice to the Owner to abate, extinguish, remove, or repair such violation, breach, or other condition which may exist thereon contrary to the provisions hereof, without being deemed to have committed a trespass or wrongful act solely by reason of such entry and such actions, provided such entry and such actions are carried out in accordance with the provisions of this Section, and with the cost thereof including the costs of collection including reasonable attorneys' fees, together with interest thereon at the lowest of the highest rate permitted by Law or eighteen (18%) percent to be a binding personal obligation of such Owner enforceable in law, as well as a lien on such Owner's Lot enforceable pursuant to the provisions of Section 6.04 hereof. Such lien shall be superior to any and all charges, liens, or encumbrances which may in any manner arise or be imposed upon the Lot after such entry whether arising from or imposed by Judgment or decree or by any agreement, contract, mortgage, deed to secure debt, or other instrument, except only (i) such liens for taxes or other public charges as are by applicable law made superior (ii) the liens created by Section 4.01 hereof, and (iii) all deed to secure debts given to secure a loan the proceeds of which are used (1) to purchase a Lot or Lots (together with any and all Structures which may from time to time be

placed or located thereon) and (2) to finance the construction, repair, or alternation of Structures.

6.03 Specific Performance. Nothing contained in this Declaration shall be deemed to affect or limit the rights of the Declarant, the Association, or any Owner to enforce the Restrictions by appropriate judicial proceedings or to recover damages. However, it is hereby declared that it may be impossible to measure accurately in money the damages which will accrue to a beneficiary hereof, its transferees, successors, or assigns, by reason of a violation of or failure to perform any of the obligations provided by this Declaration; and therefore, any beneficiary hereof shall be entitled to relief by way of injunction or specific performance, as well as any other relief available at law or in equity, to enforce the provisions hereof.

6.04 Collection of Assessments and Enforcement of Lien.

(a) If any assessment, interest, cost, or other charge is not paid as required by this Declaration, the Association may bring either an action at law against the Owner personally obligated to pay the same, or any action to foreclose any lien created by this Declaration against the Lot or Lots subject to the lien, or both, for the purpose of collecting such assessment, costs, or charge plus any interest thereon and costs of collection including reasonable attorneys' fees.

(b) As an additional remedy, but in now way as a limitation on the remedies, if any assessment, interest, cost or other is not paid as required by this Declaration, each Owner hereby grants to

the Association and its assigns has following irrevocable power of attorney: to sell the said Lot or Lots subject to the lien at auction, at the usual place for conducting sales at the Courthouse in Gwinnett County, Georgia, to the highest bidder for cash, after advertising the time, terms, and place of such sale once a week for four (4) weeks immediately preceding such sale (but without regard to the number of days) in the paper in which the Sheriff's advertisements for Gwinnett County are published, all other notice being hereby waived by each Owner, and the Association or any person on behalf of the Association, or assigns, may bid and purchase at such sale and thereupon execute and deliver to the purchaser or purchasers at such sale a conveyance of said property in fee simple, which conveyance shall contain recitals as to the happenings of the default upon which the execution of the power of sale herein granted depends, and each Owner hereby constitutes and appoints the Association and assigns, the agent and attorney in fact of each Owner to make such recitals and hereby covenants and agrees that the recitals so to be made by the Association, or assigns, shall be binding and conclusive upon the Owner whose property is the subject matter of such sale, and the heirs, executors, administrators, and assigns, shall be effectual to bar all equity of redemption of such Owner, or the successors in interest of such Owner, in and to said Lot or Lots and the Association or assigns shall collect the proceeds of such sale, and after reserving therefrom the entire amount of assessment, interest, cost, or other charge due, together with all costs and expenses of sale and fifteen per centum of the aggregate amount due

for attorneys' fees shall pay any excess to such Owner, or to the heirs or assigns of such Owner as provided by law. The power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise and are granted as cumulative to the remedies for collection of said indebtedness provided by law.

(c) Waiver. Each Owner, by acceptance of a deed conveying a Lot subject to this Declaration, waives any right which Owner may have under the construction or the laws 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 Declaration and Owner waives Owner's rights. If any, to set aside or invalidate any sale duly consummated in accordance with the provisions of this Declaration on the ground (if such be the case) that the sale was consummated without a prior judicial hearing. All waivers by Owner in this paragraph have been made voluntarily, intelligently, and knowingly, after Owner has first been allowed the opportunity to consult legal counsel with respect to Owner's possible rights.

6.05 No Waiver. The failure of the Declarant, the Association, or the Owner of any Lot, his or its respective legal representatives, heirs, successors, and assigns, to enforce any Restrictions herein contained shall in no event be considered a waiver of the right to do so thereafter, as to the same violation or breach or as to any violation or breach occurring prior or subsequent thereto.

ARTICLE VII.

DURATION AND AMENDMENT

7.01 Duration. This Declaration and the Restrictions contained herein shall run with and bind the Property for a period of twenty (20) years from and after the date when this Declaration is filed for record with the Clerk of the Superior Court of Gwinnett County, Georgia, after which time this Declaration and the

Restrictions shall be automatically renewed for successive periods of ten (10) years provided, however, that after the end of the said twenty (20) year period and during any ten (10) year renewal period (but only during such renewal period), this Declaration and the Restrictions contained herein may be terminated by an instrument executed by the proper Association officers and recorded in the office of the Clerk of Superior Court of Gwinnett County, Georgia, or in such other place of recording as may be appropriate at the time of the execution of such instrument, pursuant to a resolution approving such termination which is approved by a two-thirds (2/3) vote of those Class A Members of the Association who are present in person or by proxy and voting at a meeting of Members duly held in accordance with the provisions of the By-Laws of the Association.

7.02 Amendments by Declarant. During any period in which Declarant retains the right to appoint and remove any directors and officers of the Association, Declarant may amend this Declaration by an instrument in writing filed and recorded in the Land Records

of the Superior Court of Gwinnett County, Georgia, without the approval of any Owner or mortgagee; provided, however, that (i) in the event that such amendment materially alters or changes any Owner's right to the use and enjoyment of such Owner's Lot or of the Common Property as set forth in this Declaration or if such amendment adversely affects the title to any Lot, such amendment shall be valid only upon the written consent hereto by a majority in number of the then existing Owners affected thereby, or (ii) in the event that such amendment would materially and adversely affect the security title and interest of any mortgagee, such amendment shall be valid only upon the written consent thereto of all such mortgagees so affected. Any amendment made pursuant to this Section 7.02 shall be certified by Declarant as having been duly approved by Declarant, and such Owners and mortgagees if required, and shall be effective only upon recordation or at such later date as shall be specified in the amendment itself. Each Owner, by acceptance of a deed or other conveyance to a Lot, agrees to be bound by such amendments as are permitted by this Section 7.02 and further agrees that, if requested to do so by Declarant, such Owner will consent to the amendment of this Declaration or any other instruments relating to the Development (i) if such amendment is necessary to bring any provision hereof or thereof into compliance or conformity with the provisions of any applicable governmental statute, rule, or regulation or any judicial determination which shall be in conflict therewith, (ii) if such amendment is necessary to enable any reputable title insurance

company to issue title insurance coverage with respect to any Lots subject to this Declaration, (iii) if such amendment is required to any Lots subject to this Declaration, (iv) if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on any Lot subject to this Declaration, (v) if any such amendment is necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the Lots subject to this Declaration, or (vi) if such amendment is necessary to correct a subscriber's error in the drafting of this Declaration.

7.03 Amendments by Association. Amendments to this Declaration, other than those authorized by Section 7.02 hereof, shall be proposed and adopted in the following manner:

(a) Notice of the subject matter of the proposed amendment shall be included in the notice of the meeting of the Association at which such proposed amendment is to be considered and shall be delivered to each Member of the Association.

(b) At such meeting, a resolution adopting a proposed amendment may be proposed by either the Board or by Members of the Association. Such amendment must be approved by Owners holding at least two-thirds (2/3) of the total votes in the Association provided, however, (i) that any amendment which materially and adversely affects the security title and interest of any mortgagee must be approved by such mortgagee and (ii) during any period in which Declarant has the right to appoint and remove officers and

directors of the Association, such amendment must be approved by Declarant.

(c) The agreement of the required percentage of the Owners and, where required, the Declarant and any mortgagees, to any amendment of this Declaration shall be evidenced by their execution of such amendment, or, in the alternative, and provided that Declarant does not then have the right to approve such amendment, the sworn statement of the President and any Vice President or the Secretary of the Association attached to or incorporated in the amendment executed by the Association, which sworn statement shall state unequivocally that the Agreement of the required parties was unlawfully obtained. Any such amendment of this Declaration shall become effectively only when recorded or at such later date as may be specified in the amendment itself.

ARTICLE VIII.

ANNEXATION

Additional real property may be annexed to the Property by the Declarant without the consent of the Class A Members at any time for a period of ten (10) years following the date on which this Declaration is filed in the Office of the Clerk of the Superior Court of Gwinnett County, Georgia. Such annexation shall be accomplished by filing in the Office of the Clerk of the Superior Court of Gwinnett County, Georgia, an approval subdivision plat describing the real property to be annexed to the Property and by including on such subdivision plat a statement that expressly sets forth the Declarant's intention to make such annexed real property

subject to the provisions of this Declaration. At the expiration of ten (10) years following the date of filing of this Declaration, no real property may be annexed to the Property unless such annexation is approved by a two-thirds (2/3) vote of the Members of the Association who are present in person or by proxy and voting at a meeting of Members duly held in accordance with the provisions of the By-Laws of the Association.

ARTICLE IX.

MISCELLANEOUS

9.01 No Reverter. No restriction herein is intended to be, or shall be construed as, a condition subsequent or as creating a possibility of reverter.

9.02 Severability. A determination by a court that any provision hereof is invalid for any reason shall not affect the validity of any other provision hereof.

9.03 Headings. The headings of the Articles and Section hereof are for inconvenience only and shall not affect the meaning or interpretation of the contents of this Declaration.

9.04 Gender. Throughout this Declaration, the masculine gender shall be deemed to include the feminine and neuter, and the singular, the plural and vice versa.

9.05 Notices. All amendments, notices, requests, objections, waivers, rejections, agreements, approvals, disclosures, or consent or any kind made pursuant to this Declaration, whether made by the Declarant, the Association, the ACC, the Owner, or any other

person, shall be in writing. All such writings shall be sufficient only if deposited in the United States Mail, with sufficient postage, and sent to the following addresses:

- (a) Declarant: Land Star Corporation
P. O. Box 472
Buford, GA 30518
- (b) Owners: Each Owner's address as
registered with the Association
in accordance with the By-Laws

Any written communication transmitted in accordance with this Section 9.05 shall be deemed received on the third (3rd) day following the day such written notice is deposited in the United States Mail.

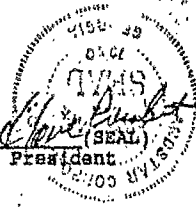
9.06 No Liability. Declarant has, using best efforts and all due diligence, prepared and recorded this Declaration so that each and every Owner shall have the right and the power to enforce the terms and provisions of this Declaration against every other Owner. However, in the event that this Declaration is, for any reason whatsoever, unenforceable by an Owner (or any other person) in a court of law or otherwise, Declarant shall have no liability of any kind as a result of such unenforceability, and each and every Owner, by acceptance of a deed conveying a Lot, acknowledges that Declarant shall have no such liability.

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IN WITNESS WHEREOF, the Declarant has caused this Declaration to be duly executed and sealed the day and year first above written.

LAND STAR CORPORATION

BY: *Keith R. Breedlove*
KEITH R. BREEDLOVE, President



Signed, sealed, and delivered in the presence of

[Signature]
Witness

[Signature]
Notary Public
Notary Public, Guilmet County, Georgia
My Commission Expires Oct. 31, 1992

EXHIBIT "A"

TRACT NUMBER 1

BOOK 6613 PAGE 209

All that tract or parcel of land lying and being in Duncan's O.M.D. 1749, Gwinnett County, Georgia and being a tract containing 21.4226 acres all as more particularly shown and delineated on a Plat of Survey prepared for Agnew Andrews, et.al. prepared by Hannon, Weeks and Bagwell, Registered Land Surveyors, dated May 30, 1988, which Plat is recorded in Plat Book 31, Page 94, Gwinnett County, Plat Records, said tract being more particularly described according to said Plat as follows:

TO FIND THE TRUE POINT OR PLACE OF BEGINNING, begin at the point formed by the intersection of the center line of Georgia Highway 124 (having 80 foot right of way width) with the center line of Mineral Springs Road (if the center line of Mineral Springs Road is extended so as to intersect the center line of Georgia Highway 124) running thence southwesterly along the center line of Georgia Highway 124 a distance of 941.3 feet to a point; running thence South 34 degrees, 3 minutes, 00 seconds East a distance of 40.06 feet to a point located on the southeasterly side of the Right of Way of Georgia Highway 124 and THE TRUE POINT OR PLACE OF BEGINNING; running thence from THE TRUE POINT OR PLACE OF BEGINNING South 34 degrees, 3 minutes, 00 seconds East a distance of 917.29 feet to a one (1) inch solid bar found; continue thence South 34 degrees, 44 minutes, 37 seconds East a distance of 15.00 feet to a one (1) inch hollow tube found; running thence South 37 degrees, 21 minutes, 44 seconds East a distance of 535.14 feet to a three quarter (3/4) inch R-Bar found in a branch; running thence South 55 degrees, 14 minutes, 8 seconds West a distance of 671.19 feet to a leaf spring found; running thence North 41 degrees, 54 minutes, 42 seconds West a distance of 1,137.35 feet to a R-Bar found; running thence North 63 degrees, 45 minutes, 55 seconds East a distance of 533.59 feet to a R-Bar found; running thence North 43 degrees, 8 minutes, 44 seconds West a distance of 383.89 feet to a point located on the southeasterly side of the Right of Way of Georgia Highway 124; running thence North 56 degrees, 38 minutes, 00 seconds East along the southeasterly side of the Right of Way of Georgia Highway 124 a distance of 336.33 feet to a point and THE TRUE POINT OR PLACE OF BEGINNING.

TRACT NUMBER 2

26.7559 ACRES

All that tract or parcel of land lying and being in Duncan's GMD #1759, Gwinnett County, Georgia and being Tract 1 containing 26.7559 acres in accordance with a Plat of Survey prepared by Hannon, Meeks and Bagwell, Registered Land Surveyors, dated July 11, 1985, prepared for Agnew Andrews, et al, said Plat being recorded in Plat Book 32, Page 64, Gwinnett County Plat Records, said Tract being more particularly described according to said Plat as follows:

TO FIND THE TRUE POINT OR PLACE OF BEGINNING, BEGIN at the point formed by the intersection of the center line of Georgia Highway 124 (having 80 foot right of way width) with the center line of Mineral Springs Road (having 80 foot right of way width), if the center line of Mineral Springs Road were extended so as to intersect the center line of Georgia Highway 124; running thence westerly along the center line of Georgia Highway 124, and following the curvature thereof, a distance of 1,819.1 feet to a point in the center line of Georgia Highway 124; running thence South 41 degrees, 54 minutes, 42 seconds East a distance of 44.45 feet to an iron pin set on the southerly side of the Right of Way of Georgia Highway 124 and THE TRUE POINT OR PLACE OF BEGINNING; running thence from THE TRUE POINT OR PLACE OF BEGINNING SO ESTABLISHED, South 41 degrees, 54 minutes, 42 seconds East along property of now or formerly Jerry Wendell Forrester and property of now or formerly A. O. P Corporation a distance of 1,602.55 feet to a leaf spring found; running thence South 57 degrees, 44 minutes, 9 seconds West along property of now or formerly Warren and Lynda Barra a distance of 261.63 feet to a metal fence post; running thence South 48 degrees, 51 minutes, 02 seconds West a distance of 654.19 feet to a one inch solid bar found; running thence North 27 degrees, 13 minutes, 55 seconds West along property of now or formerly Grace B. Puckett and property of now or formerly Tim E. Puckett a distance of 1,852.67 feet to a point located on the southerly side of the Right of Way of Georgia Highway 124; running thence North 77 degrees, 17 minutes, 24 seconds East along the southerly side of the Right of Way of Georgia Highway 124 a distance of 388.97 feet to a Right of Way marker found; continue thence northeasterly along the southerly side of the Right of Way of Georgia Highway 124 an arc distance of 110.10 feet, said arc being subtended by a chord bearing of North 75 degrees, 40 minutes, 20 seconds East a chord distance of 110.09 feet to an iron pin set and THE TRUE POINT OR PLACE OF BEGINNING.

106.0085 ACRES

BOOK 6613 PAGE 211

All that tract or parcel of land lying and being in Duncane QND 81749, Gwinnett County, Georgia and being Tract 2 containing 106.0085 acres all as more particularly shown and delineated on a Plat of Survey prepared by Hanson, Maske and Bagwell, Registered Land Surveyors, dated July 11, 1985, prepared for Agnew Andrews, et al, said Plat being recorded in Plat Book 6613, Page 211, Gwinnett County Plat Records, said Tract being more particularly described in accordance with said Plat as follows:

TO FIND THE TRUE POINT OR PLACE OF BEGINNING, BEGIN at the point formed by the intersection of the center line of Georgia Highway 124 (80 foot right of way width) with the center line of Mineral Springs Road (80 foot right of way width) if the center line of Mineral Springs Road were extended so as to intersect the center line of Georgia Highway 124; running thence southeasterly along the center line of Mineral Springs Road and following the curvature thereof a distance of 1,982.46 feet to a point located in the center line of Mineral Springs Road; running thence South 56 degrees, 23 minutes, 41 seconds West a distance of 40.01 feet to an R-Bar found on the southwesterly side of the Right of Way of Mineral Springs Road, which R-Bar found is THE TRUE POINT OR PLACE OF BEGINNING; running thence from THE TRUE POINT OR PLACE OF BEGINNING SO ESTABLISHED, South 32 degrees, 15 minutes, 00 seconds East along the southwesterly side of the Right of Way of Mineral Springs Road a distance of 225.00 feet to an iron pin set; running thence South 56 degrees, 23 minutes, 30 seconds West along property of now or formerly Robert A. and Linda C. Still a distance of 567.41 feet to an R-Bar found; running thence South 49 degrees, 24 minutes, 15 seconds East along property of now or formerly Robert A. and Linda C. Still, a distance of 241.46 feet to a bolt found; running thence South 49 degrees, 2 minutes, 00 seconds East along property of now or formerly N.B. and Laquita Ratliff a distance of 388.08 feet to an iron pin set; running thence South 50 degrees, 45 minutes, 27 seconds West along property of now or formerly N.B. and Laquita Ratliff a distance of 1,384.72 feet to an 18 inch Hickory Tree; running thence North 39 degrees, 41 minutes, 8 seconds West a distance of 1,931.76 feet along property of now or formerly Harold Harrison to a rock found; running thence North 38 degrees, 59 minutes, 10 seconds West a distance of 1,322.91 feet to a rock found at a marked fence post; running thence North 46 degrees, 39 minutes, 15 seconds East along property of now or formerly Grace B. Puckett a distance of 690.99 feet to a one inch solid bar found; running thence North 48 degrees, 51 minutes, 2 seconds East along Tract 1 a distance of 654.19 feet to a marked fence post; running thence South 39 degrees, 57 minutes, 39 seconds East a distance of 1,956.51 feet to a marked fence post; continue thence South 40 degrees, 24 minutes, 15 seconds East a distance of 499.77 feet to a 3/8 inch R-Bar found at the southern most corner of property of now or formerly Thomas William Godwin, et al; running thence North 56 degrees, 23 minutes, 41 seconds East along property of now or formerly Thomas William Godwin, et al. a distance of 599.35 feet to an R-Bar found on the southwesterly side of the Right of Way of Mineral Springs Road and THE TRUE POINT OR PLACE OF BEGINNING.

The above described property is subject to the following Deeds to Secure Debt:

Deed to Secure Debt from Mineral Springs, Inc. to Phillip Beard, recorded at Deed Book 2936, page 419, Gwinnett County Deed Records, securing an indebtedness evidenced by a Note dated January 7, 1985 in the original principal amount of \$162,304.91

WITNESSE MY HAND AND SEAL OF OFFICE THIS 14th DAY OF JULY 1985