

(THE ABOVE AREA IS FOR THE SOLE USE OF THE RECORDING CLERK)

UPON RECORDING, RETURN TO:

Lefee H. Brock, Jr., Esq.
Wilson Brock & Irby, L.L.C.
Overlook I Suite 700
2849 Paces Ferry Road, N.W.
Atlanta, GA 30339

Cross-Reference to the following Deeds:

Deed Book 1598, Page 354, Fulton County,
Georgia Records; and Deed Book 1801 Page 585,
Fulton County, Georgia Records

STATE OF GEORGIA

COUNTY OF FULTON

AMENDMENT TO DEEDS

THIS AMENDMENT TO DEEDS ("Amendment") is entered into as of this 19TH day of AUGUST, 2009, by W.C. MEREDITH COMPANY ("Meredith");

WITNESSETH:

WHEREAS, Meredith was deeded certain real property located in Fulton County, Georgia ("Property") as more particularly described in those certain Warranty Deeds dated September 30, 1935, recorded in Deed Book 1598, Page 354, Fulton County, Georgia Records, and Deed Book 1801, Page 585, aforesaid records (collectively, "Deeds");

WHEREAS, the Property contains hazardous waste;

WHEREAS, the Code of Federal Regulations pursuant to Sections 264.119 and 264.116 ("Code"), requires that a notation be included in the Deeds if the Property has any hazardous waste on it and a recorded plat designating the hazardous waste area;

WHEREAS, the purpose of this Amendment is to comply with the Code;

NOW, THEREFORE, for and in consideration of the preamble, Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the undersigned, the Deeds are hereby amended to note that the Property does contain hazardous waste in the area indicated on a recorded plat recorded at Plat Book 346 Page 85, Fulton County, Georgia records.

IN WITNESS WHEREOF, the undersigned has caused this Amendment to be executed under seal as of the date hereinabove written.

Signed, sealed and delivered in the presence of:

W.C. MEREDITH COMPANY

Unofficial Witness
Pamela Bivens
Notary Public
PAMELA BIVENS:
NOTARY PUBLIC, CLAYTON COUNTY, GEORGIA
MY COMMISSION EXPIRES JANUARY 17, 2013
[NOTARIAL SEAL]
PUBLIC
CLAYTON COUNTY, GA

By: [Signature]
Name: CLEVE E. MEREDITH
Title: Chairman
Attest: [Signature]
Name: PAUL M. CASTLE
Title: VICE PRESIDENT

[CORPORATE SEAL]



RECEIVED

AUG 24 2009

CATHELENE ROBINSON, C.S.C.
D.C.S.C. Fulton Co., Ga.

(THE ABOVE AREA IS FOR THE SOLE USE OF THE RECORDING CLERK)

UPON RECORDING, RETURN TO:

Lethco H. Brock, Jr., Esq.
Wilson Brock & Irby, L.L.C.
Overlook I Suite 700
2849 Paces Ferry Road, N.W.
Atlanta, GA 30339

Cross-Reference to the following Deeds:
Deed Book 1598, Page 354, Fulton County,
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STATE OF GEORGIA

COUNTY OF FULTON

AMENDMENT TO DEEDS

THIS AMENDMENT TO DEEDS ("Amendment") is entered into as of this 19TH day of AUGUST, 2009, by W.C. MEREDITH COMPANY ("Meredith");

WITNESSETH:

WHEREAS, Meredith was deeded certain real property located in Fulton County, Georgia ("Property") as more particularly described in those certain Warranty Deeds dated September 30, 1935, recorded in Deed Book 1598, Page 354, Fulton County, Georgia Records, and Deed Book 1801, Page 585, aforesaid records (collectively, "Deeds");

WHEREAS, the Property contains hazardous waste;

WHEREAS, the Code of Federal Regulations pursuant to Sections 264.119 and 264.116 ("Code"), requires that a notation be included in the Deeds if the Property has any hazardous waste on it and a recorded plat designating the hazardous waste area;

WHEREAS, the purpose of this Amendment is to comply with the Code;

NOW, THEREFORE, for and in consideration of the preamble, Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the undersigned, the Deeds are hereby amended to note that the Property does contain hazardous waste in the area indicated on a recorded plat recorded at Plat Book 346 Page 85, Fulton County, Georgia records.

IN WITNESS WHEREOF, the undersigned has caused this Amendment to be executed under seal as of the date hereinabove written.

Signed, sealed and delivered in the presence of:

W.C. MEREDITH COMPANY

Unofficial Witness
Ramona Bivens
Notary Public
PAULEA BIVENS
NOTARY PUBLIC, CLAYTON COUNTY, GEORGIA
MY COMMISSION EXPIRES JANUARY 17, 2013
[NOTARIAL SEAL]

By: *W.C. Meredith*
Name: *W.C. MEREDITH*
Title: *Chairman*
Attest: *Paul M. Castle*
Name: *PAUL M. CASTLE*
Title: *VICE PRESIDENT*

[CORPORATE SEAL]

1801

the time, place, and terms of sale in the newspaper in which said Sheriff sales are advertised once a week for four weeks, with the right to said party of the second part, its agents, successors or assigns, to bid on and purchase said property at such sale, and said party of the second part, its agents, legal representatives or assigns, or its Sheriff as aforesaid, is authorized to make to the purchaser of said property a deed conveyed fee simple title to the same, thereby divesting out of the said party of the first part all right and equity that he may have or may hereafter have in and to said property, and vesting the same in the purchaser thereof, the proceeds of said sale to be applied first to the payment of the said debt and interest, said premiums, assessments and taxes, if any, with interest, and the expenses of said sale, and the remainder, if any, to be paid to said party of the first part, agents, successors or assigns.

And the party of the first part further covenants and agrees that possession of the herein-described premises during the existence of the indebtedness secured hereby shall be that of a tenant at will of the party of the second part, and in case of a sale as hereinabove provided, the said party of the first part, or any person in possession under said party of the first part, shall then become and be as tenants holding over, and shall forthwith deliver possession to the purchaser at said sale, or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over.

But the foregoing powers for realizing on this security are cumulative only of the remedies to which said party of the second part, its successors, and assigns, may be entitled under the laws of Georgia and are irrevocable.

And the said party of the second part upon complaint filed in other legal proceedings being commenced to realize on the security afforded by this deed may apply for and shall as a matter of right and without consideration of the value of the premises conveyed as security for the amounts due to the party of the second part or of the solvency of any person or persons obligated for the payment of such amounts and without notice to the party of the first part, be entitled to the appointment by any competent court or tribunal of a receiver to take charge of and hold said herein-described premises and the rents, issues, and profits thereof under proper orders of court, and for the benefit of the said party of the second part.

"The provision relating to insurance contained in this instrument include insurance against any risk or damage and such other casualties and contingencies and in such amounts and for such periods as the holder of the note or bond, hereby secured, may from time to time require."

In witness whereof the said party of the first part has hereunto set his hand and affixed his seal the day and year first herein written.

Signed, sealed and delivered in the presence of

T. T. Fiasler, Jr. (SEAL)

M. S. Knight

W. T. Taro, Jr., Notary Public, Georgia, State at Large.
My commission expires Jan. 15, 1944.
(N.P. SEAL)

Witnessed Sept. 1, 1942.
Recorded Sept. 3, 1942.

J. W. Tamm, Jr. C.S.C.

GEORGIA, FULTON COUNTY.

FOR VALUE RECEIVED, and without recourse, C. D. LEBBY & COMPANY, a corporation, does hereby bargain, sell, transfer and convey unto the Metropolitan Life Insurance Company, a corporation organized and existing under the laws of the State of New York, all right, title and interest therein, the within loan deed and the land therein described and conveyed thereby, together with all of its powers, rights and privileges under the foregoing deed and the note therein secured.

Witness the execution and sealing hereof, this September 1st, 1942.

Signed, sealed and delivered in the presence of:

C. D. LEBBY & COMPANY,
(CORP. SEAL)

W. T. Taro, Jr., Notary Public, Georgia,
State at Large.

By: J. E. Wilkes - Treasurer.

My commission expires January 15, 1944.
(N.P. SEAL)

By: R. F. Davis - Sec'y.

Witnessed Sept. 1, 1942.
Recorded Sept. 3, 1942.

J. W. Tamm, Jr. C.S.C.

FOR PREVIOUS RECORDING SEE BOOK 1598 Page 354.

#907500

THIS INSTRUMENT made and entered into this 30th day of September, 1935, between the GEORGIA RAILWAY COMPANY, a corporation created by and existing under the laws of the State of Georgia, hereinafter called the Railway Company, party of the first part, and W. C. MEREDITH, hereinafter called the Receiver, and assets of the Central of Georgia Railway Company, hereinafter called the Receiver, and W. C. MEREDITH COMPANY, a corporation organized and existing under the laws of the State of Georgia, party of the third part.

Whereby the Railway Company made and entered into an agreement with W. C. Meredith Company, Georgia, dated November 16, 1925, whereby the Railway Company agreed to make W. C. Meredith good and sufficient warranty title to the property hereinafter described in consideration of the payment by the said W. C. Meredith to the Railway Company of two hundred and ten (\$7,210.00), the purchase price of said property, in the

WHEREAS the said W. C. Meredith has paid the said purchase price in full and has fully complied with all the covenants and conditions of said agreement for title, and has transferred unto Wm. C. Meredith Company all his right, title and interest in and to the said agreement for title and in and to the property described therein.

NOW, WHEREFORE, the Railway Company and the Receiver, for and in consideration of the premises, and of the sum of One Dollars (\$1.00) to them in hand paid, at and before the making and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell and convey unto the said Wm. C. Meredith Company, and its successors and assigns, All that tract or parcel of land situate, lying and being in Land Lots Numbers One hundred fifty-five (155) and One hundred fifty-six (156) District Fourteen (14) of Fulton County, Georgia, described as follows:-

TOGETHER WITH ALL AND SINGULAR the rights, members, hereditaments and appurtenances thereunto appertaining, or in any way belonging.

TO HAVE AND TO HOLD the said above described property unto the said Wm. C. Meredith Company, and its successors and assigns in fee simple forever.

AND LASTLY, the Railway Company the above described property unto the said Wm. C. Meredith Company, and its successors and assigns, against itself and all others will warrant and forever defend by these presents.

The Receiver was appointed as Receiver of all the properties and assets of Central of Georgia Railway Company under a decree of the United States District Court for the Southern District of Georgia dated December 19, 1932, in the equity cause of Alabama Fuel & Iron Company, Plaintiff, v. Central of Georgia Railway Company, Defendant, and assigns to this conference.

IN WITNESS WHEREOF, the Railway Company has caused these presents to be executed by its Vice-President, attested by its Secretary, and its seal to be hereto attached, and the Receiver has signed, sealed, and delivered these presents, all done the day and year first above written.

Signed, sealed and delivered by the
Railway Company in presence of:

CENTRAL OF GEORGIA RAILWAY COMPANY
(CORP. SEAL) -

Helen K. Cain

By: T. M. Cunningham
Vice-President.

George O. Donnell
Notary Public, Chatham County, Georgia.
(NO SEAL - 8/1/44)

Atteste Chas. F. Groves
Secretary

Signed, sealed and delivered by the
Receiver in the presence of:

H. D. Pollard
As Receiver of the properties and
assets of the Central of Georgia Rail-
way Company

B. G. Helviken

F. S. Baggett Notary Public, Chatham County, Georgia.
My Commission expires December 20, 19__
(H.F. SEAL)

(I.R.S. \$7.50 Can.)

Filed 9:35 A.M. Sept. 4, 1942.
Recorded Sept. 4, 1942.

G. W. B. Smith, C.B.C.

~~PLAT~~ attached to deed in Book 2598 page 354.

GEORGIA)
CHATHAM COUNTY

875746

THIS AGREEMENT, made and entered into this 16th day of November, A.D., 1925, between CENTRAL OF GEORGIA RAILWAY COMPANY, a corporation created by and existing under the laws of the State of Georgia, party of the first part, and W. C. KENNEDY, of the County of Fulton, State of Georgia, party of the second part,

WITNESSETH:

That the said party of the second part, for himself, his heirs, executors and administrators, does hereby covenant and agree with the said party of the first part, and its assigns, for and in consideration of the covenants hereinafter made by the said party of the first part and of One Dollar (\$1.00) to it in hand paid, at and before the sealing and delivery of these presents, as follows:

1. To pay said Central of Georgia Railway Company, or its assigns, the sum of seven thousand two hundred and ten dollars (\$7,210.00), One Thousand Eight Hundred and Two & 50/100 Dollars (\$1,802.50) of which is to be paid in cash, upon the execution and delivery of these presents, and the balance of Five Thousand Four Hundred and Seven & 50/100 Dollars (\$5,407.50) in three equal annual installments of One Thousand Eight Hundred and Two & 50/100 Dollars (\$1,802.50) each, together with interest thereon at the rate of six per cent (6%) per annum, said deferred payments being represented by three promissory notes of even date herewith, due one, two and three years after date, each for the above sum of One Thousand Eight Hundred and Two & 50/100 Dollars (\$1,802.50), together with interest thereon.

2. And in addition to pay all taxes of every nature, kind or description, water rents and all liens and assessments that may be made by any State, County, Municipal or other authority, on the property hereinafter described. In case of default by the party of the second part in prompt payment of any sums herein agreed to be paid, the said party of the first part may pay the same, and all such sums shall be fully secured under this conveyance and shall bear interest from the time the same are paid by the said party of the first part, at the rate of eight per cent (8%) per annum, until paid.

3. Should default be made in the prompt payment of the annual installments aforesaid, or in the performance of any other obligation hereunder by the party of the second part, or should said party of the second part become a bankrupt, then the entire balance of said indebtedness shall at once, or at any time thereafter in the discretion of said party of the first part, or its assigns, become due, payable, and collectible, and the said party of the first part may thereupon proceed to foreclose this agreement, and to collect this indebtedness as provided by statute in such cases; or in its discretion, and at its option, the said party of the first part may use the attorney in fact of the said party of the second part, by virtue hereof, designate and appoint a sole trustee, who is hereby authorized and empowered, without resort to any legal process, and without the order of any court, to sell the property hereinafter described at public sale, for cash, at which sale (or at any sale under legal proceedings) the said party of the first part shall have the right to purchase; such sale by the trustee to be advertised and conducted at the same time and place and in the same manner as Sheriff's sales. The trustee shall be authorized to employ and pay an auctioneer for the purpose of said sale, and shall have the right to re-sell in case of the failure of the first purchaser to pay; and the said trustee upon any sale made by him hereunder, shall convey the property hereinafter described in fee simple to the purchaser, and thereupon all the right, title, interest or equity of redemption of the party of the second part therein shall cease and determine; and consent is hereby given to the Judge of the Superior Court of Fulton County, Georgia, upon application of the trustee, to render an immediate decree in term time or in vacation (without notice to or service upon the debtor) awarding the possession of said property to the purchaser, and directing the Sheriff of said County to execute the said decree.

The proceeds of such sale shall be disbursed by the Trustee as follows:

(a) To pay all Trustee's expenses, costs and charges, including ten per cent. commissions to said trustee for his services on the amount of any such sale, and all other costs and charges attending the administration, enforcement and protection of the trust, and all burdens and charges imposed by law upon the property hereinafter described up to the time of said sale.

(b) To pay to the party of the first part the amount of all indebtedness due hereunder, including principal and interest.

(c) The remainder of such proceeds, if any, shall be paid to the party of the second part, his heirs or assigns.

The powers herein conferred upon the party of the first part are coupled with an interest, and are irrevocable by death of the said party of the second part, or otherwise.

4. In the event of suit brought for the enforcement of any of the covenants or obligations herein contained, or of any proceeding instituted for the sale or enforcement of the security herein created, or if the claim or the security be placed in the hands of an attorney or attorneys, for collection, adjustment or enforcement, or for the purpose of protecting the rights and interests of the party of the first part, the party of the second part will pay all attorneys' fees and commissions not less than ten per cent. on the amount involved, and all costs and expenses incurred by reason thereof. Said fees, costs and expenses, shall be considered as part of the debt constituting the consideration of this agreement, and be as fully secured hereby as the above mentioned deferred installments.

5. The said party of the first part covenants and agrees to and with said party of the second part, his heirs, executors, administrators and assigns, upon the faithful performance by the said party of the second part, his heirs, executors, administrators or assigns, of all the obligations herein agreed to be done or performed, and the payment of the sums herein before mentioned, and all interest thereon, and the surrender and cancellation of this agreement, to make of course to be made to the said party of the second part, his heirs, executors, administrators or assigns, at his or their cost and expense, good and sufficient warranty title as of the date hereof, to the following described property, to-wit:

All that tract or parcel of land situate, lying and being in Land Lots Numbers One Hundred and Fifty-five (155) and One Hundred and Fifty-six (156), District Fourteen (14), of Fulton County, Georgia, described as follows:

Beginning at the point of intersection of a line drawn parallel and fifty (50) feet distant Westwardly, at right angles from the center line of Central of Georgia Railway Company's Atlanta Belt Line main switching lead, with a line drawn parallel and forty (40) feet distant, Northeastwardly, at right angles from the center line of main track serving the Southern Wood Preserving Company; thence Northwardly parallel and fifty (50) feet distant Westwardly at right angles from the center line of the aforesaid main switching lead, Nine Hundred and Fifty-five (955) feet, more or less, to a point on the South line of lot number Sixty-one (61); thence Northwestwardly Five Hundred and Ninety-four (594) feet, more or less, to a point twenty-five (25) feet South of the North line of lot number Sixty-three (63); thence West parallel and twenty-five (25) feet distant South, at right angles from the North line of lot number Sixty-three (63), Sixty-five (65) feet, more or less, to a point; thence Southwardly Two Hundred and Eighty (280) feet, more or less, to a point on the South line of lot number Sixty-one (61); thence Southeastwardly Ten Hundred and Eighty-eight (1088) feet, more or less, to the point of beginning, being the Eastern portion of lots numbers Thirty-eight (38) to Sixty-one (61) inclusive and part of the Eastern portion of lots numbers Sixty-one (61) to Sixty-three (63) inclusive, and containing Seven and twenty-one hundredths (7.21) acres, more or less, and shown colored red on blue print of Central of Georgia Railway Company's plan Nos. 12486 and 12487 hereto attached and made a part hereof.

No assignment of this contract by the party of the second part shall be valid as against the party of the first part, or its assigns, except upon consent of the said party of the first part, evidenced by the endorsement of its hand and seal Agent hereon.

IN WITNESS WHEREOF the party of the first part has caused these presents to be executed by its proper officers thereunto duly authorized, and the party of the second part has hereunto set his hand and seal, in duplicate, the day and year first above written.

Signed, sealed and delivered
in the presence of:

P. M. McIlwain

J. G. Garrett
Notary Public, Chatham County, Georgia.
My Commission Expires October 8th, 1928.
(N.P. SEAL)

Signed, sealed and delivered
in the presence of:

Estelle Ralph
Notary Public, Fulton County, Georgia.
(N.P. SEAL State at Large, Atlanta, Ga.)

STATE OF GEORGIA)
COUNTY OF FULTON)

For value received, I, the undersigned William C. Meredith, do hereby sell, assign, transfer and deliver all my right, title and interest in and to the within contract, as well as the property therein mentioned, to William C. Meredith Company, a corporation of said County and State, and I authorize and direct the Central of Georgia Railway Company to take title, by warranty deed, according to the terms of said contract to William C. Meredith Company, a corporation, instead of to myself.

This assignment is made subject to the consent of the Central of Georgia Railway, as provided in said contract.

Dated this 31 day of August, 1927.

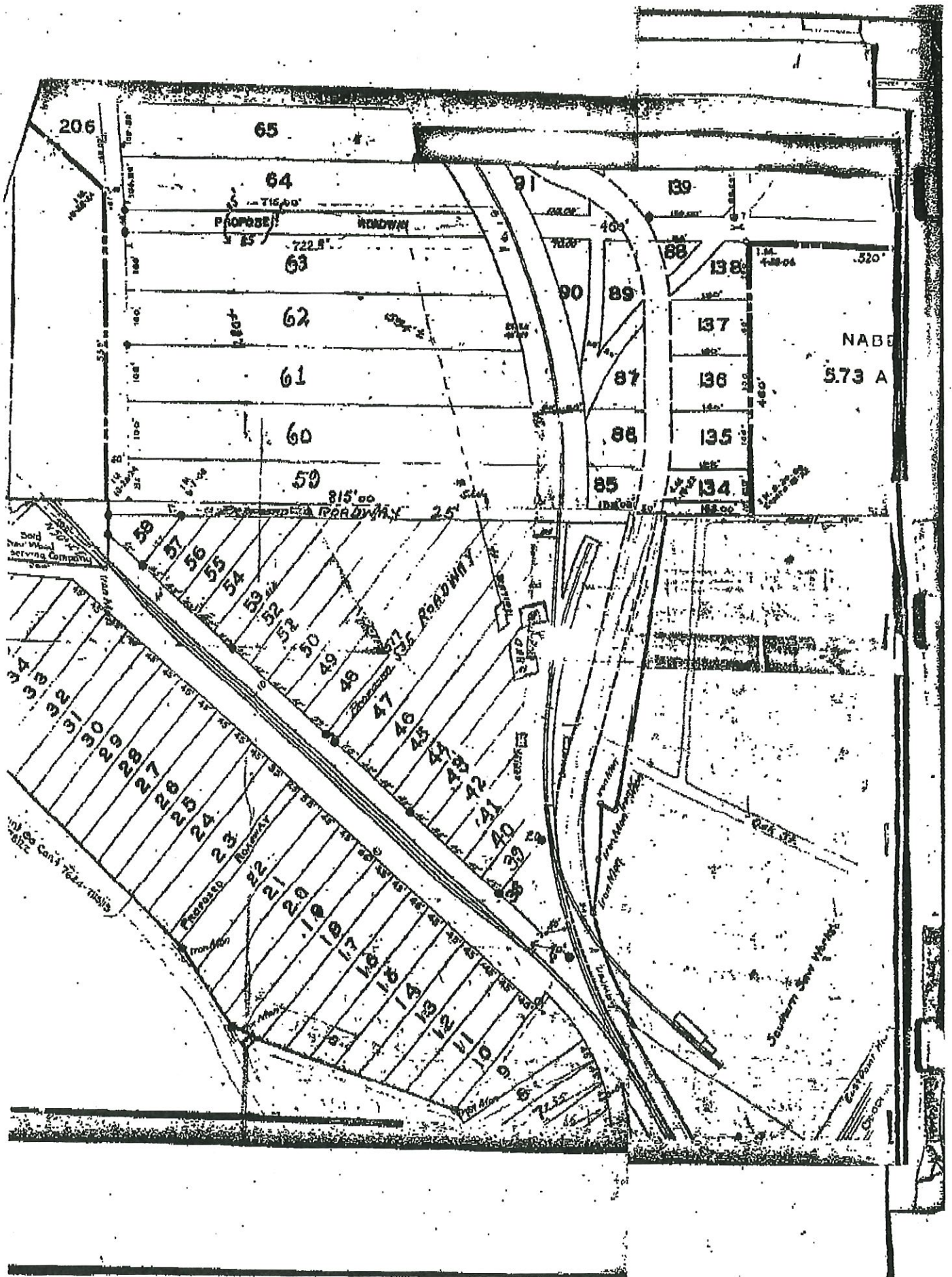
E. T. Fortmore

W. C. Meredith

A. C. Ayers
Notary Public, CO. GA.
Notary Public, Georgia, State at Large
My Commission Expires Mar. 17, 1929.
(N.P. SEAL)

Recorded on Dec. the 17th, 1935.

J. J. Simmons C.S.C.



1757522

THIS INSTRUMENT made and entered into this 30th day of September, 1935, between CENTRAL OF GEORGIA RAILWAY COMPANY, a corporation created by and existing under the laws of the State of Georgia, hereinafter called the Railway Company, party of the first part, H. D. POLLARD, as Receiver of the property and assets of the Central of Georgia Railway Company, hereinafter called the Receiver, and W. C. MEREDITH COMPANY, a corporation created by and existing under the laws of the State of Georgia, party of the third part.

WHEREAS the Railway Company made and entered into an agreement with W. C. Meredith of Fulton County, Georgia, dated November 16, 1925, whereby the Railway Company agreed to make to the said W. C. Meredith good and sufficient warranty title to the property hereinafter described, in consideration of the payment by the said W. C. Meredith to the Railway Company of Seven Thousand two hundred and ten (\$7,210.00), the purchase price of said property, in the manner and form set forth in said agreement, and upon the compliance by the W. C. Meredith of all of the covenants and conditions of said agreement for title, and

WHEREAS the said W. C. Meredith has paid the said purchase price in full and has fully complied with all the covenants and conditions of said agreement for title, and has transferred unto W. C. Meredith Company all his right, title and interest in and to the said agreement for title and in and to the property described therein,

NOW, THEREFORE, the Railway Company and the Receiver, for and in consideration of the premises, and of the sum of one dollar (\$1.00) to them in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell and convey unto the said W. C. Meredith Company, and its successors and assigns, All that tract or parcel of land situate, lying and being in Land Lots Numbers One hundred fifty-five (155) and One hundred fifty-six (156) District Fourteen (14) of Fulton County, Georgia, described as follows:

Beginning at the point of intersection of a line drawn parallel and fifty (50) feet distant westwardly, at right angles from the center line of Central of Georgia Railway Company's Atlanta Belt Line main switching lead, with a line drawn parallel and forty (40) feet distant, Northwardly, at right angles from the center line of said track serving the Southern Wood Preserving Company; thence Northwardly parallel and fifty (50) feet distant westwardly at right angles from the center line of the aforesaid main switching lead, five hundred fifty-five (555) feet, more or less, to a point on the South line of Lot Number Sixty-one (61); thence Northwestwardly five hundred and ninety-four (594) feet, more or less, to a point Twenty-five (25) feet South of the North line of Lot Number Sixty-three (63); thence West parallel and Twenty-five (25) feet distant South, at right angles from the North line of Lot Number Sixty-three (63), Sixty-five (65) feet, more or less, to a point; thence Southwardly Two hundred and eighty (280) feet, more or less, to a point on the South line of Lot Number Sixty-one (61); thence Southeastwardly Ten hundred and eighty-eight (1088) feet, more or less, to the point of beginning, being the Eastern portion of Lots Numbers Thirty-eight to Sixty-one (38 to 61) inclusive, and part of the Eastern portion of Lots Numbers Sixty-one to Sixty-three (61 to 63) inclusive, and containing Seven and twenty-one hundredths (7.21) acres, more or less, and shown outlined in red on the map attached hereto and hereby made a part hereof.

TOGETHER WITH ALL AND SINGULAR the rights, powers, hereditaments and appurtenances thereunto appertaining, or in any way belonging.

TO HAVE AND TO HOLD the said above described property unto the said W. C. Meredith Company and its successors and assigns in fee simple forever.

AND LASTLY, the Railway Company the above described property unto the said W. C. Meredith Company, and its successors and assigns, against itself and all others with warrant and forever defend by these presents.

The Receiver was appointed as Receiver of all the property and assets of Central of Georgia Railway Company under a decree of the United States District Court for the Southern District of Georgia dated December 19, 1932, in the unity cause of Alabama Fuel & Iron Company, Plaintiff, v. Central of Georgia Railway Company, Defendant, and assents to this conveyance.

IN WITNESS WHEREOF, the Railway Company has caused these presents to be executed by its Vice-President, attested by its Secretary, and its seal to be hereto attached, and the Receiver has signed, sealed, and delivered these presents, all done the day and year first above written.

Signed, sealed and delivered by the Railway Company in presence of:

Helen E. Cain

George O. Donnell
Notary Public, Chatham County, Georgia.

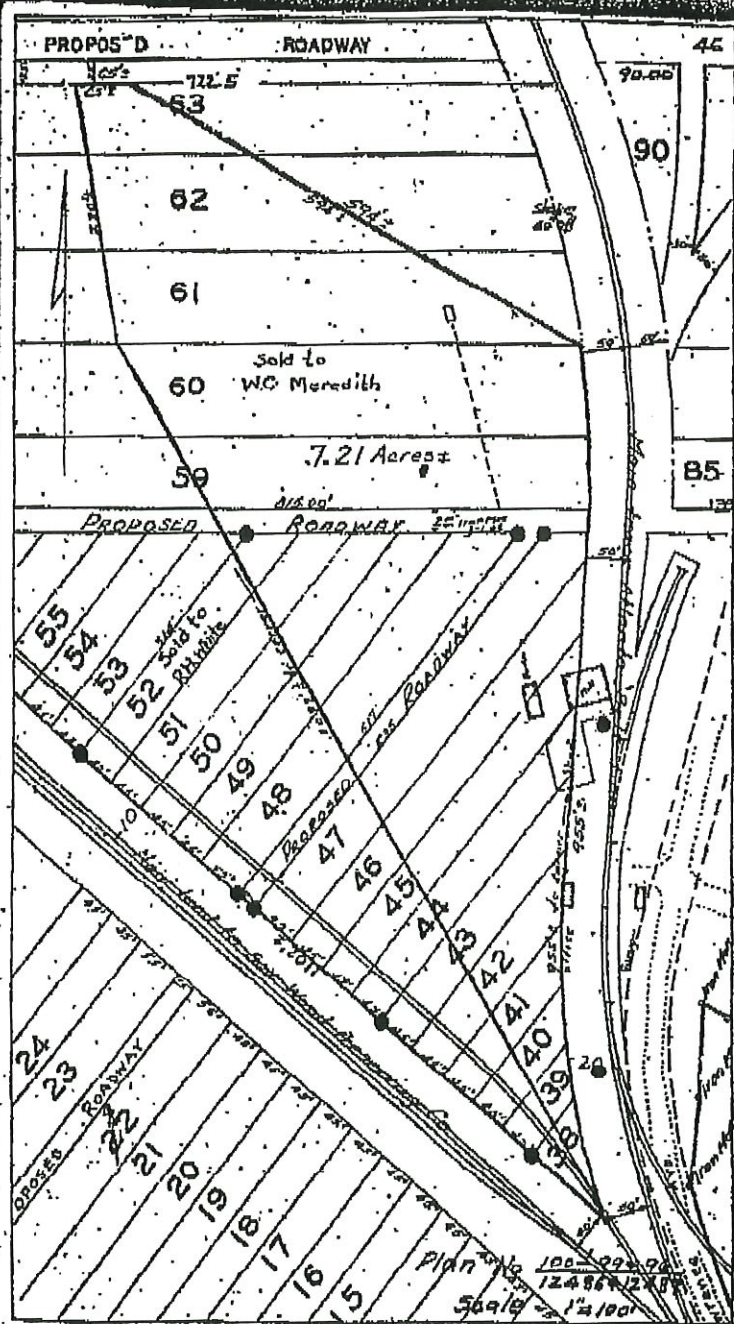
CENTRAL OF GEORGIA RAILWAY COMPANY

By T. H. Cunningham
Vice-President.

Attest: Urban P. Dwyer
Secretary

(COPY SEAL)

1598





GEORGIA STATE OFFICE
TITLE INSURANCE
ATLANTA, GEORGIA 30303

Lawyers Title Insurance Co.

ATLANTA BRANCH OFFICE

2560213 WARRANTY DEED

STATE OF GEORGIA

COUNTY OF

THIS INDENTURE, Made the 2nd day of January
one thousand nine hundred seventy-seven between

WILLIAM C. MEREDITH, JR. and MRS. RUTH G. MEREDITH

of the County of Fulton, and State of Georgia, as parties of the first part, hereinafter called Grantor, and

WILLIAM C. MEREDITH COMPANY, INC.

as party or parties of the second part, hereinafter called Grantee (the words "Grantee" to include their respective heirs, successors and assigns where the context permits).

WITNESSETH that: Grantor, for and in consideration of the sum of One thousand dollars (\$1000.00) in hand paid at and before the sealing and delivery of these presents, the receipt whereof is acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and he does grant, bargain, sell, alien, convey and confirm unto the said Grantee,

Legal Description marked Exhibit A attached hereto and made a part hereof.

Fulton County, Georgia
Fees-Exhibit Transfer Tax
Paid \$ 265.00
Date Jan 14, 1977
Barbara J. Hines

Clerk of Superior Court
By Barbara J. Hines
Dep. Clerk

GEORGIA, Fulton County, Clerk's Office Superior Court
Filed & Recorded JAN 14 1977 11:34 AM

Barbara J. Hines CLERK

Being the same property conveyed to WILLIAM C. MEREDITH, JR. and MRS. RUTH G. MEREDITH by Warranty Deed dated August 16, 1954 and recorded in Book 2913, page 552, Fulton County records.

N. P.
SEAL

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, the Grantor has signed and sealed this deed, the day and year above written.

Signed, sealed and delivered in presence of:

James A. Kipps

Notary Public, Georgia, Clerk at Large
My Commission Expires Dec. 30, 1980

CORP.
SEAL

William C. Meredith, Jr. (Seal)
WILLIAM C. MEREDITH, JR.

Mrs. Ruth G. Meredith (Seal)
MRS. RUTH G. MEREDITH

BOOK 6630 PAGE 368

2560213

EXHIBIT A

Page 1 of 2

All those certain two tracts or parcels of land of irregular shape, situate, lying and being in the City of East Point, Fulton County, Georgia; in Land Lots No. 155 and 156, District 14; and more fully described as follows:

PARCEL A

Begin at the northwest corner of Land Lot No. 155, District 14; run thence east, along the north line of said Land Lot No. 155, District 14, a distance of 1117.4 ft. to the east line of an unnamed 40 ft. street; extending thence southwardly, along the east line of said unnamed street, a distance of 1490.3 ft. to a stake which is the point of beginning of the land herein and hereby conveyed; continuing thence southwardly, along the east line of said street, a distance of 120.6 ft. to a stake; continuing thence southwardly, along the east line of said street, and making an interior angle of 175 degrees, 50 minutes, a distance of 747.5 ft. to a stake; continuing thence southwardly, along the east line of said street and making an interior angle of 183 degrees, 40 minutes, a distance of 101.3 ft. to a stake; extending thence eastwardly, and making an interior angle of 90 degrees, 00 minutes with the last described course, a distance of 265.5 ft. to an iron pipe; extending thence southeastwardly, a distance of 562.7 ft. to a point on the west line of the Grantor's 100 ft. right of way occupied by its Atlanta Belt Line main switching lead track; continuing thence in a southeasterly direction, a distance of 128 ft. to a point on the east line of said right of way; extending thence southwardly along said easterly right of way line, parallel to and 50 ft. eastwardly of, and measured at right angles to, the center line of said Atlanta Belt Line main switching lead track, a distance of 423 ft. to a point on the westerly line of Lawrence Avenue; extending thence in a general northerly and northwesterly direction, along the westerly and southerly line of Lawrence Avenue, a distance of 1110 ft. to a point; extending thence in a northwesterly direction, a distance of 150 ft. to a point which is 18.5 ft. westwardly of, and measured at right angles to the center line of a spur track serving the property of General Service Administration, et al, extending thence in a general northerly direction, parallel to and 18.5 ft. westwardly of, and measured at right angles to, the center line of said spur track, along a curve to the right, a distance of 646.3 ft. to an iron pipe; extending thence westwardly, and making an interior angle of 81 degrees, 33 minutes with the tangent of said curve, a distance of 683.0 ft. to the point of beginning; excluding therefrom however, the area included in the Atlanta Belt Line right of way, the areas included in the rights of way for tracks serving U.S.L. Battery Corporation and the Reconstruction Finance Corporation, and the area included in the right of way for that part of the Grantor's spur track lying between Lawrence Avenue and the Belt Line right of way, south of Nabel Street.

2560213

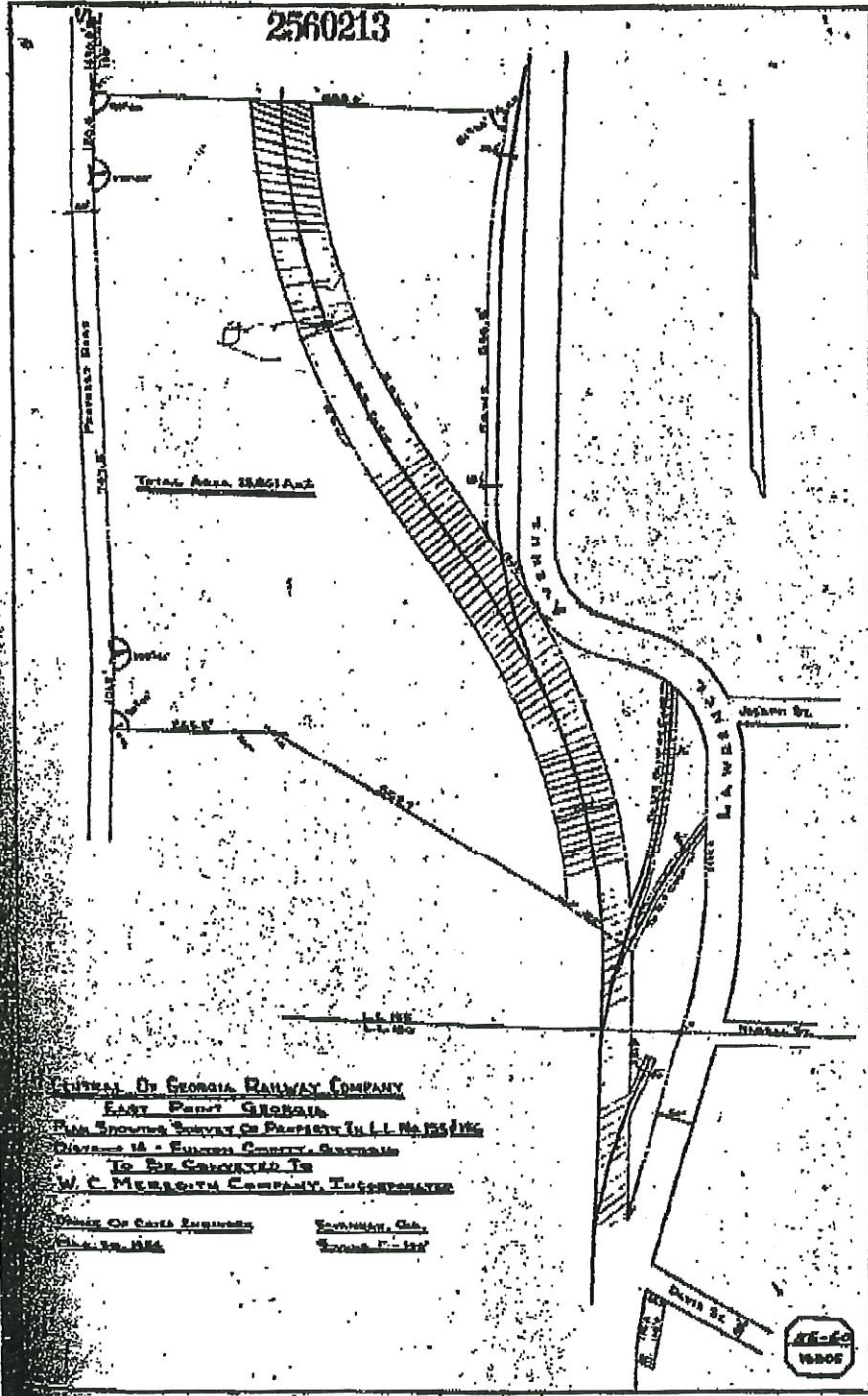
EXHIBIT A

PARCEL B

Beginning at the southeasterly intersection of Davis Avenue, and Davis Street; extending thence southwardly, along the southeasterly line of Lawrence Avenue, a distance of 115 feet to a point; extending thence southeastwardly, a distance of 35 feet to a point; extending thence northwardly, a distance of 35 feet to a point on the southerly line of Davis Street; extending thence northwestwardly, along Davis Street, a distance of 35 feet to point of beginning.

The above described parcels of land contain 15.86 acres more or less (exclusive of said reserved areas), and are shown colored in yellow on print of Plan No. 16805, dated March 1954, hereto attached and made a part hereof, which said plan is also marked in cross hatch.

2560213



CENTRAL OF GEORGIA RAILWAY COMPANY
EAST - PORT GEORGIA
Plan Showing Survey of Property in L.L. No. 155,186
Divided in 4 - Eminent Domain, Georgia
To Be Conveyed To
W. C. MERRITT COMPANY, INCORPORATED
Office of Civil Engineer Severn, Ga.
June 15, 1914 Survey No. 155,186

25-60
155,186



Lawyers Title Insurance Corporation

ATLANTA BRANCH OFFICE

2560214

DEED TO SECURE DEBT

STATE OF GEORGIA

Fulton County.

THIS INDENTURE, Made the 2nd day of January in the one thousand nine hundred seventy-seven, between

WILLIAM C. MEREDITH COMPANY, INC.

of the County of Fulton, and State of Georgia, as party or parties, the first part, hereinafter called Grantor, and

WILLIAM C. MEREDITH, JR., and MRS. RUTH G. MEREDITH

as party of the second part, hereinafter called Grantee

WITNESSETH, That Grantor, for the consideration hereinafter set forth, in hand paid to Grantee 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, all that certain parcel of land in Fulton County, Georgia, being:

Legal Description marked Exhibit A attached hereto

SATISFIED

Cancellation Recorded GEORGIA, Fulton County, Clerk's Office Superior Court
Filed & Recorded, JAN 14 1977, at 11:54 A.M.

in DE 12932 Pg 157

Jeanita Hicks, C.S.C.
Fulton County, Georgia

INTANGIBLE TAX CERTIFICATE-FULTON COUNTY GEORGIA

Grantor *William C. Meredith Co., Inc.*

Grantee *William C. Meredith, Jr. & Mrs. Ruth G. Meredith*

Location of Real Estate, City *East Point* L.L. 155-156 Dist. 14

Date of Execution of Note *Jan 2* 1977 Final Maturity *Dec 2* 2006

Date of Execution of Security Deed *Jan 2* 1977 Face Amount of Debt *\$250,000*

I certify that the Intangible Tax required by law on the notes prior to the recording of Security Deed is the amount of \$ 750

No. 37544 tax has been paid, this 14 day of Jan 1977

WILLIAM LEE ROBERTS, Tax Commissioner-By *W. J. McPherson* Deputy.

59305 No 147 750.00AN

THIS CONVEYANCE is made under the provisions of the existing Code of the State of Georgia to secure a debt (and interest thereon and other indebtedness as described herein) evidenced by real estate note dated Jan. 2, 1977 made by Grantor to order of Grantee, for the principal sum of TWO HUNDRED FIFTY THOUSAND & NO/100 (\$250,000.00) Dollars

Final Maturity Date - December 2, 2006

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The indebtedness hereby secured includes any renewal or extension of any part or all of said indebtedness; and if any portion of said indebtedness or any provision of this instrument shall be held invalid for any reason, it is the intent of the parties that such portion shall be severable, and such invalidity shall not affect the remainder of said debt or instrument. Any one of several persons named as grantee herein or their assigns may receive payment of the secured indebtedness and execute a valid cancellation or reconveyance hereof. No release of any part of the property herein described or extension of all or any part of the indebtedness hereby secured, shall affect the personal liability of any person upon the indebtedness hereby secured, nor the priority of this instrument.

TO HAVE AND TO HOLD the said bargained property with all and singular the rights, members and appurtenances thereto appertaining, to the only proper use, benefit and behoof of Grantee, in fee simple and Grantor hereby covenants that Grantor is lawfully seized and possessed of said property, and has a good right to convey it, and it is unencumbered; and Grantor, the said bargained property, unto Grantee, against Grantor, and against all and every other person or persons shall and will WARRANT AND FOREVER DEFEND.

Should the indebtedness hereby secured be paid according to the tenor and effect thereof when the same shall become due and payable, and should Grantor perform all covenants, herein contained, then this deed shall be cancelled and surrendered, it being intended by the parties hereto that this instrument shall operate as a deed, and not as a mortgage.

The Grantor covenants and agrees, so long as any indebtedness secured hereby shall remain unpaid, to keep the property and all improvements thereon in as good condition as now exists, natural wear and tear excepted, and also not to demolish, destroy, or remove any permanent structure now existing on the premises or make any alteration thereon that would constitute a structural change without the written consent of the Grantee; to pay all taxes and assessments that may be liens upon said property, as they become due; and to keep the improvements on said property fully insured against loss by fire and other hazards as may, from time to time, be required by Grantee in amounts and companies and with mortgage clauses approved by Grantee, and shall deliver the policies of insurance and any renewals thereof to the said Grantee; and that any tax, assessment, prior lien or premium of insurance, not paid when due by the Grantor may be paid by the Grantee, and any sum so paid shall be added to the amount of said principal debt as part thereof, shall draw interest from the time of said payment at the rate of eight per cent per annum, and shall, with interest, be covered by the security of this deed.

AND Grantor hereby further covenants and agrees that in case of any default in any partial payment of said indebtedness or in the due performance of any of the covenants herein expressed to be performed by Grantor, then and in that event, the entire amount of said principal indebtedness, together with any and all sums paid for account of Grantor in accordance with the provisions above set forth, shall, at the option of Grantee, then and thereby become and be due and payable forthwith, with accrued interest, and all expenses and cost of collection, including ten per centum of the amount due an attorney's fees, and the amount of such costs, expenses and fees shall be added to the amount of the debt hereby secured as part thereof, and as such shall also be covered by the security of this deed; and time is the essence of this contract.

Should default occur in the payment of any portion of the indebtedness secured hereby, or taxes, or insurance premiums herein mentioned, or in the performance of any obligation or condition recited herein, then and in that event Grantee shall be at liberty immediately to apply for and shall be entitled as a matter of right, without regard to the value of the property above described, or to the solvency or insolvency of Grantor, to the appointment of a receiver to collect the rents and profits of said property and with the power to sell said property under order of Court and apply the net proceeds of the sale toward the payment of the debt secured by this deed.

In consideration of the loan made Grantor by Grantee, and to further secure the indebtedness of Grantor to Grantee hereunder, Grantor hereby sells, assigns and transfers to Grantee all of the rent which shall hereafter become due or be paid on the above described property; but Grantee agrees that this rent assignment will not be enforced so long as no default on the part of Grantor exists under the terms and conditions of this deed, and while so such default exists, Grantee waives its rights to and its interest in said rents, but upon any default in the performance of any agreement or covenant to be performed by Grantor under the terms of this deed, Grantor agrees that Grantee may enter upon said property and collect the rents therefrom, and hereby constitutes Grantee as Grantor's agent to declare the existence of a default hereunder, and Grantor hereby agrees that any tenant in said property or any renting agent in charge thereof shall be, and is hereby, authorized when a default shall be so declared to exist, to pay any such rents to Grantee, to be applied toward the payment of the debt secured hereby or as provided by law.

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The title, interest, rights and powers granted herein by Grantor to Grantee, and the power of sale granted herein, shall inure to the benefit of anyone to whom the indebtedness herein secured, and/or convey the property herein described, successors and legal representatives of Grantee.

In case the debt hereby secured shall not be paid when it becomes due by maturity or by reason of a default as herein provided, Grantor hereby grants to Grantee, a special, irrevocable power of attorney: To sell all or any part of the said property at auction, for conducting sales at the Court House in the County where the land or any part thereof is situated, to the highest bidder for cash, after advertising the time, terms and place of sale once a week for four weeks immediately preceding such sale (but without regard to the number of days) in a newspaper published in the County where the land or any part thereof is situated, in which the Sheriff's advertisements for such County are published, and the power hereby waived by Grantor, and Grantee (or any person on behalf of Grantee) to purchase at such sale and thereupon execute and deliver to the purchaser or purchasers a sufficient conveyance of said property in fee simple, which conveyance may be made to the happening of the default upon which the execution of the power of sale hereunder depends, and Grantor hereby constitutes and appoints Grantee the agent and attorney-in-fact of Grantor to make such recitals, and hereby covenants and agrees that the recitals of Grantee shall be binding and conclusive upon Grantor, and that the conveyance made by Grantee shall be effectual to bar equity of redemption of Grantor in and to said property. Grantee shall collect the proceeds of such sale, and after reserving therefrom the amount of principal and interest due, together with the amount of taxes, assessments and insurance or other payments theretofore paid by Grantee, with eight per centum per annum on from date of payment, together with all costs and expenses of sale and ten per centum on the aggregate amount due for attorney's fees, shall pay any over-plus to Grantor as provided herein.

AND Grantor further covenants that in case of a sale as hereinbefore provided, if any person in possession under Grantor, shall then become and be tenants holding over, shall forthwith deliver possession to the purchaser at such sale, or be summarily disposed of 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, and shall survive the death of or otherwise and are granted as cumulative to the remedies for collection of said indebtedness provided by law.

It is agreed that the Grantee shall be subrogated to the claims and liens of all parties to whom claims or liens are discharged or paid with the proceeds of the loan secured hereby.

Whenever the terms "Grantor" or "Grantee" are used in this deed such terms shall be construed to include the heirs, administrators, executors, successors and assigns of said parties. All the rights and powers herein granted to the Grantee shall inure to and include his, her or its heirs, administrators, executors, successors and assigns, and all obligations herein imposed on the Grantor shall extend to and include Grantor's heirs, administrators, executors, successors and assigns.



IN WITNESS WHEREOF, Grantor has caused this instrument to be executed and sealed the day and year first above written.

Signed, sealed and delivered in the presence of

WILLIAM C. MEREDITH COMPANY, INC.

[Signature]
TUESDAY, JUNE 14, 1910

By: *[Signature]* (L.S.)

[Signature]
NOTARY PUBLIC
My Comm. Expires June 14, 1911

By: *[Signature]* (L.S.)



2560214

EXHIBIT A

Page 1 of 2

All those certain two tracts or parcels of land of irregular shape, situate, lying and being in the City of East Point, Fulton County, Georgia; in Land Lots No. 155 and 156, District 14, and more fully described as follows:

PARCEL A

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BOOK 6630 PAGE 375

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EXHIBIT A

Page 2

PARCEL B

Beginning at the southeasterly intersection of Lawrence Avenue, and Davis Street; extending thence southwardly, along the southeasterly line of Lawrence Avenue, a distance of 115 ft., to a point; extending thence southeastwardly, a distance of 32 ft. to a point; extending thence northwardly, a distance of 110 ft. to a point on the southerly line of Davis Street; extending thence northwestwardly, along Davis Street, a distance of 35 ft. to the point of beginning.

The above described parcels of land contain 15.861 acres more or less (exclusive of said reserved areas), and are more fully shown colored in yellow on print of Plan No. 16805, dated March 1954, hereto attached and made a part hereof, which said yellow area is also marked in cross hatch.

CONFIDENTIAL
MAN. 80, NYA

January, 1902
Friday, Jan. 11