

Return to:
Community Reinvestment Department
420 10th Street
Columbus, Georgia 31907

AMERICAN RESCUE PLAN GRANT DEED TO SECURE DEBT

Date of Document: _____, 2024

Grantor: BTW South I, L.P., a Georgia limited partnership

Grantee: Columbus, Georgia, a city-county consolidated government
of the State of Georgia

Grantee's Mailing Address: Columbus, Georgia
Attn.: ARP Project Analyst
420 – 10th Street
Columbus, GA 31901

Tax Parcel No.: _____

Address of Property:

Loan Amount: \$1,500,000.00

Maturity Date: _____, 2044

Intangible Recording Tax Amount: \$0.00

Citation to Authority providing
for an Exemption if No Intangible
Tax is imposed: Ga. Comp. R. & Regs. 560-11-8-.14

STATE OF GEORGIA,
COUNTY OF MUSCOGEE.

THIS AMERICAN RESCUE PLAN GRANT DEED TO SECURE DEBT (this “Security Instrument”) is made as of the day of ___ day of _____, 2024. This Security Instrument is given by BTW South I, L.P., a Georgia limited partnership, whose mailing address is P.O. Box 630, Columbus, GA 31906 (“Grantor”), to COLUMBUS, GEORGIA, a city-county consolidated government of the State of Georgia, whose address is Attn.: ARP Project Analyst, 420 10th Street, Columbus, Georgia 31901 (together with its successors and assigns, the “Grantee”).

RECITALS:

A. Grantee has made a loan to Grantor for the advancement of up to \$1,500,000.00 from funds allocated to Grantee under the American Rescue Plan Act of 2021 (the “Loan”), pursuant to that certain Loan Agreement between Grantor and Grantee of even date herewith (the “Loan Agreement”), and together with this Security Instrument and all other documents relating to the Loan, as they may be amended, supplemented or restated from time to time, hereinafter collectively referred to as the “Loan Documents”).

B. The Loan is being made pursuant to the American Rescue Plan Act of 2021 (the “Act”) administered by the United States Department of the Treasury (the “Treasury”). The Act and all rules and regulations related thereto, as the same may be amended from time to time, are hereinafter be collectively referred to as the “ARP Laws”.

C. The purpose of this Loan is to provide the for the payment of the necessary construction costs to be incurred by Grantor in connection with the construction of certain apartments for low-income households on the Land (as defined below) (the “Project”).

D. Pursuant to the terms of the Loan Agreement, the Property shall and must be used solely for households who are Qualified Renters for a period of twenty (20) years from the date the first lease for a unit on the Land is entered into with a Qualified Renter (said 20-year term is hereinafter referred to as the “Term”).

E. As used herein a “Qualified Renter” is a person whose individual or household's income is below 80% of the area median income (AMI) based on household size. This threshold is determined annually by the United States Department of Housing and Urban Development (HUD).

F. This Security Instrument secures to Grantee (a) the Grantor’s repayment of funds advanced pursuant to the Loan Agreement, if required, and Grantor’s performance of all other obligations and payment of any other amounts that may be owed pursuant to the terms of the Loan Agreement, this Security Instrument and any other Loan Documents (all of the foregoing being collectively referred to herein as the “Obligations”).

GRANTING CLAUSES:

NOW, THEREFORE, IN CONSIDERATION OF the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, and in order to secure the due and punctual payment and performance of the Obligations, GRANTOR HEREBY GRANTS, DEEDS, BARGAINS, CONVEYS, WARRANTS, ASSIGNS AND PLEDGES TO THE GRANTEE, ITS SUCCESSORS AND ASSIGNS AND GRANTS A SECURITY INTEREST TO THE GRANTEE IN ALL OF GRANTOR'S RIGHT TITLE AND INTEREST IN AND TO THE FOLLOWING DESCRIBED PROPERTY (THE "PROPERTY") WHETHER NOW OWNED OR HELD OR HEREAFTER ACQUIRED:

All those tracts or parcels of land described on Exhibit "A" attached hereto and incorporated herein (the "Land"), together with all rights appurtenant thereto, including all easements, rights, privileges, interests, hereditaments and appurtenances thereunto belonging or in any way appertaining, including all of the estate, right, title, interest, claim or demand whatsoever of Grantor therein and in the streets and ways adjacent thereto, together with all the buildings, structures or other improvements now or hereafter erected on the Land, and all fixtures of every kind and type now or hereafter affixed to the Land or attached to or forming part of any structures, buildings or improvements on the Land, together with all personal property owned by the Grantor that is now or in the future located on the Land or in the improvements on the Land (other than fixtures), including furniture, furnishings, equipment, machinery, building materials, ranges, stoves, microwave ovens, refrigerators, dishwashers, garbage disposers, washers, dryers and other appliances, and all replacements of and/or additions to any of the foregoing, together with all income, rents, issues, profits and revenues of the Property from time to time accruing (including without limitation proceeds of insurance and condemnation payments), and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of Grantor of, in and to the same.

TO HAVE AND TO HOLD the Property IN FEE SIMPLE, FOREVER, unto the Grantee, its successors and assigns. To the extent that the Property is comprised of personal property, Grantor hereby grants a security interest therein to Grantee.

GRANTEE COVENANTS that Grantor has the right to grant and convey the Property, and except for the encumbrances of record set forth in the Grantor's title insurance policy (the "Permitted Exceptions"), the Property is unencumbered. And Grantor, will warrant and forever defend the right and title to Property against the claims of all other persons whomsoever, other than as to the Permitted Exceptions.

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 Grantee in the Premises conveyed hereby pursuant to Official Code of Georgia Annotated ("O.C.G.A.") §44-14-80(a)(1) or §44-14-80(a)(2), as applicable, and agree that title to the Property conveyed hereby shall not revert to Grantor until the expiration of the longest period of time permitted under whichever of said 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 §44-14-80(c), as applicable, if any portion or all of the indebtedness secured hereby is extended or renewed.

This instrument is a deed and security agreement passing legal title pursuant to the laws of the State of Georgia governing conveyances of property to secure debt and security agreements

and is not a mortgage.

Grantor and Grantee covenant and agree as follows:

1. **Payment of Loan Funds.** Grantor shall promptly repay if and when due the funds advanced pursuant to the Loan and any other monetary Obligations.

2. **(omitted)**

3. **Security Agreement.** With respect to that portion of the Property consisting of personal property in which a security interest may be granted under Article 9 of the Uniform Commercial Code as enacted in the State of Georgia (the "UCC"), this Security Instrument is hereby made and declared to be a security agreement encumbering, and Grantor hereby grants to Grantee a security interest therein, in compliance with the provisions of the UCC. Grantee is hereby authorized, at any time and from time to time, to file a financing statement or statements in the appropriate filing offices for perfecting security interests under Article 9 of the UCC. The remedies for any violation of the covenants, terms and conditions of the security agreement contained in this Security Instrument shall be (a) as prescribed herein, or (b) as prescribed by general law, or (c) as prescribed by the specific statutory consequences now or hereafter enacted and specified in said UCC, all at the Grantee's sole election.

4. **Insurance.** Grantor shall keep the improvements now existing or hereafter erected on the Property insured in accordance with the reasonable requirements of the Grantee, including, but not limited to, property and casualty insurance coverage and Grantee shall also maintain such commercial liability coverage as Grantee may require.

In the event of loss, Grantor shall give prompt notice to the insurance carrier and Grantee.

5. **Occupancy, Preservation, Maintenance and Protection of the Property.** Grantor shall preserve and maintain the Property in good condition at all times, reasonable wear and tear excepted. Grantor shall not destroy, damage, or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Grantor shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Grantee's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Grantee's security interest. Grantor may cure such a default and reinstate, by causing the action or proceeding to be dismissed within thirty (30) days with a ruling that, in Grantee's good faith determination, precludes forfeiture of the Grantee's interest in the Property or other material impairment of the lien created by this Security Instrument and Grantee's security interest. Grantor shall also be in Default if Grantor gave materially false or inaccurate information or statements to Grantee (or failed to provide Grantee with any material information) in connection with the Loan.

The Grantor acknowledges that the Property may not be sold, conveyed, or otherwise transferred or assigned by the Grantor, except in accordance with the Loan Documents, in connection with a tax credit and construction financing closing for the Project (the "Closing"), pursuant to a right of first refusal or purchase option in favor of the Grantor or its affiliate or as

otherwise approved by the Grantee. The violation of the foregoing shall be considered to be a Default under the terms and provisions of this Security Instrument and the other Grant Documents.

6. **Proofs of Claim.** In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other proceedings affecting the Grantor, its creditors or its property, Grantee, to the extent permitted by law, shall be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have the claims of Grantee allowed in such proceedings for the entire amount of the Indebtedness at the date of the institution of such proceedings and for any additional amount of the Indebtedness after such date.

7. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Grantee. The Grantor authorizes Grantee to collect and receive such awards and compensation.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Grantor. In the event of a partial taking of the Property, the Grantee may elect, in the Grantee's reasonable discretion (except following any Default, in which case Grantee may exercise its rights under this Section in its sole discretion) to (a) apply the same toward payment of the sums secured by this Security Instrument, (b) apply the same to the restoration of the Property or (iii) transfer the same to the Grantor in the event Grantee determines that such taking will not materially impair the Grantee's security. The Grantor, upon request by Grantee, shall execute all instruments requested to confirm the assignment of the awards and compensation to Grantee, free and clear of all liens, charges or encumbrances.

Unless Grantor and Grantee agree in writing, any application of proceeds to principal shall not extend or postpone the Maturity Date.

8. **Default.** In addition to any other events elsewhere described in this Security Agreement as being a "Default", the occurrence of any one or more of the following events shall constitute a default (a "Default") under this Security Instrument by the Grantor:

- (A) Payment Default. Any payment required under this Security Instrument or any other Loan Document is not made when and as required.
- (B) Representations and Warranties. Any representation or warranty made by Grantor in this Security Instrument or any other Loan Document is false, in any material respect, when made.
- (C) Nonpayment Covenants. A breach by Grantor in the performance or observance of any nonpayment-related obligation, agreement, term, or condition referred to or contained in this Security Instrument or any other Loan Document, and such breach continues without remedy satisfactory to Grantee for a period of thirty (30) days (or such longer or shorter time as otherwise specifically provided) after written notice thereof being given by the Grantee to Grantor, as applicable. Grantor's right to cure will be applicable only to curable breaches.

- (D) Other Agreement Default. The occurrence of any uncured default under any document that continues beyond any applicable grace or cure period contained in any document evidencing or securing a loan provided by any third party which is secured by a lien on the Property.
- (E) Violation of Law. A violation, whether discovered or asserted before or after the date of this Security Instrument, of any federal, state, or local law, rule regulation or order issued by a governmental agency or court which would or could have a material adverse impact on the Property, including but not limited to any of the provisions of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, or any similar law which prohibits or restricts the storage, maintenance, or discharge of hazardous materials or waste.
- (F) Legal Existence. The legal existence of the Grantor shall terminate for any reason.
- (G) Loss of Priority Position. The loss or impairment of (i) Grantee's liens or security interest in the Property; or (ii) the priority of Grantee's lien or security interest in the Property as exists on the date of the recording of this Security Instrument without Grantee's prior written consent.
- (H) Bankruptcy; Insolvency; Debtor Relief. Grantor (i) makes a general assignment for the benefit of creditors; (ii) files a voluntary proceeding seeking protection from creditors under any bankruptcy or other law; (iii) is the subject of an involuntary proceeding under any bankruptcy or other similar law and such proceeding is not dismissed within thirty (30) days; or (iv) makes any admission in writing of its inability to pay its debts generally as they become due.
- (I) Sale, Conveyance, or Encumbrance. A sale, conveyance or encumbrance of all or any part of the Property or any transfer of any beneficial interest in the Property, except as allowed pursuant to the terms of the Loan Documents or in connection with the Closing.
- (J) Default under Other Agreements with Grantee. The occurrence of any default that continues beyond any applicable grace or cure period under any other promissory note, guaranty, security document, or grant executed by Grantor to or for the benefit of Grantee.
- (K) Covenants. Grantor defaults in the observance or performance of any of the covenants or agreements contained in the Loan Documents, to be kept or performed by Grantor, and such default continues without remedy satisfactory to Grantee for a period of thirty (30) days (or such longer or shorter time as otherwise specifically provided) after written notice thereof being given by the Grantee to Grantor, as applicable. Grantor's right to cure will be applicable only to curable defaults.
- (L) False Statement. The falsity of any material statement, warranty or representation when given or made by Grantor to Grantee, or any fraud committed by Grantor or any of its directors, officers or principals in connection with the procurement, processing, funding or servicing of the Loan.

- (M) Appointment of Trustee. The appointment of a trustee, receiver, or liquidator for Grantor, or with respect to the Property.
- (N) Liens; Judgments; Levies. The occurrence of any of the following with respect to Grantor or any portion of the Property: (i) the imposition of any lien or other similar encumbrance not released within 30 days; (ii) the issuance of any garnishment, attachment, levy, or any other form of execution; or (iii) the entry of a material adverse judgment by a court having jurisdiction that is not being appealed in accordance with all applicable law.
- (O) Invalidity or Unenforceability of Security Interests. A determination by a court of competent jurisdiction that the security interest granted herein against the Property is invalid, unenforceable, or not perfected in any material respect.

9. Acceleration; Remedies.

- (A) Acceleration. Upon the occurrence of a Default, the Grantee shall have the right and option to declare all monetary Obligations secured hereby to be at once due and payable.
- (B) Remedies, Generally. Upon the occurrence of a Default, the Grantee shall have the right to exercise all of its remedies under this Security Instrument, the other Loan Documents and/or all of the other rights and legal or equitable remedies available to Grantee. Grantee shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Security Instrument, including, but not limited to, reasonable attorney fees and costs of title evidence.
- (C) Performance by Grantee. If Grantor shall Default, in the payment, performance or observance of any term, covenant or condition of this Security Instrument or any other document or instrument evidencing, securing or otherwise relating to the Indebtedness, Grantee may, at its option, pay, perform or observe the same, and all payments made or costs or expenses reasonably incurred by Grantee in connection therewith shall be secured hereby and shall be, without demand, immediately repaid by Grantor to Grantee with interest thereon at the rate of eighteen percent (18%) Per annum (the "Default Rate"). Grantee shall be the sole judge of the necessity for any such actions and of the amounts to be paid. Grantee is hereby empowered to enter and to authorize others to enter upon the Property or any part thereof for the purpose of performing or observing any such defaulted term, covenant or condition without thereby becoming liable to Grantor or any person in possession holding under Grantor.
- (D) Receiver. If a Default shall have occurred and be continuing, Grantee, upon application to a court of competent jurisdiction, shall be entitled as a matter of strict right, without notice and without regard to the adequacy or value of any security for the Indebtedness or the solvency of any party bound for its payment, to the appointment of a receiver to take possession of and to operate the Property and to collect and apply the incomes, rents, issues, profits and revenues thereof. The

receiver shall have all of the rights and powers permitted under the laws of the State of Georgia. Grantor will pay to Grantee upon demand all expenses, including receiver's fees, attorney's fees, costs and agent's compensation, incurred pursuant to the provisions of this paragraph, and any such amounts paid by Grantee shall be added to the Indebtedness and shall be secured by this Security Instrument.

- (E) Remedies Cumulative. No right, power or remedy conferred upon or reserved to or for the benefit of Grantee by this Security Instrument is intended to be exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law, in equity or by statute.

- (F) Foreclosure Remedy. In the event of a Default Grantee may sell and dispose of any or all of the Property at one or more public auctions, at the usual place for conducting sales at the courthouse in the county where the Property 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 (4) consecutive weeks (without regard to the actual number of days) in a newspaper in which sheriff's advertisements are published in said county, all other notice being hereby waived by Grantor; and Grantee may thereupon execute and deliver to the purchaser at said sale a sufficient conveyance of the Property 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 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 and all other exemptions of Grantor, or its successors in interest, in and to said Property; and Grantee, or its assigns, shall collect the proceeds of such sale, reserving therefrom all unpaid Obligations with interest then due thereon, and all amounts advanced by Grantee for taxes, assessments, insurance premiums, and other charges, with interest at the Default Rate from date of payment, together with all costs and charges for advertising, and commissions for selling the Property, and reasonable attorneys' fees actually incurred 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, 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 to Grantee, its

successors and assigns, 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.

10. (Omitted).

11. **Indemnification.** Grantor agrees to defend, indemnify and hold harmless Grantee, and the directors, officers, elected officials, employees and agents of any of Grantee, from and against any and all claims, demands, judgments, damages, actions, causes of action, injuries, administrative orders, consent agreements and orders, liabilities, penalties, costs, and expenses of any kind whatsoever (including reasonable attorneys' fees and expenses incurred by any such indemnitee in any such litigation, whether or not any such litigation is prosecuted to judgment), including claims arising out of loss of life, injury to persons, property, or business in connection with the activities of Grantor, its predecessors in interest, third parties who have trespassed on the Property, or parties in a contractual relationship with Grantor, or any of them, unless occasioned by the gross negligence or willful misconduct of the Grantee, which arises in connection with any litigation concerning this Security Instrument or the Property or any part thereof or therein, or the occupancy or possession thereof by Grantor or persons claiming through Grantor. In the exercise of the powers herein granted to the Grantee, no liability shall be asserted or enforced against the Grantee (except to the extent of the gross negligence or willful misconduct of the Grantee), all such liability being hereby expressly waived and released by Grantor. Grantor hereby agrees to indemnify, defend and hold the Grantee, and the directors, officers, employees and agents of any of Grantee, free and harmless from and against any and all claims, demands, liabilities, expenses, costs, losses or damages (including all costs, expenses and reasonable attorneys' fees incurred in the defense thereof) which may be asserted against, imposed on or incurred by any such indemnitee by reason of any act or omission of Grantee under this Security Instrument, or any covenants or duties hereunder or the exercise of any of the Grantee's rights and remedies under this Security Instrument (all except to the extent of the gross negligence or willful misconduct of the Grantee or its directors, officers, employees and agents). **THE PROVISIONS OF THIS SECTION SHALL SURVIVE REPAYMENT OF THE GRANT AND SATISFACTION OR FORECLOSURE OF THIS SECURITY INSTRUMENT.**

12. **No Assignment.** The Grantor shall not have the right to assign its interests under the Loan to any other party without the prior written consent of Grantee, in Grantee's sole discretion.

13. **Cancellation.** Upon the expiration of the Term (provided no Default then exists or no event has occurred and is continuing that but for a cure within any applicable cure period would be a Default) and upon payment of any monetary Obligations then due, Grantee shall, without charge to Grantor, cancel this Security Instrument and authorize and direct the Clerk of the Superior Court of Columbus, Georgia to mark this Security Instrument satisfied of record. Grantor shall pay any recordation costs.

14. (omitted).

15. **Forbearance By Grantee Not a Waiver.** Any extension of the time for payment or any modification or amortization of the sums secured by this Security Instrument shall not

operate to release the liability of Grantor. Any forbearance by Grantee in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

16. **Successors and Assigns Bound.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Grantee and the successors and permitted assigns of Grantor.

17. **Notices.** Any notice required to be given hereunder or under the Note shall be given by first class mail, courier, overnight express, or certified mail, unless applicable law requires use of another method. All such notices shall be deemed to have been received as follows: three (3) business days from the date of deposit in the U.S. mail or certified mail; or upon delivery when hand delivered by the party, an overnight service (such as FedEx), or a courier service. All notices shall be directed to the following addresses or any other address either party designates by written notice to the other party in accordance with this Section:

The Grantee: Columbus Georgia
Attn: ARP Project Analyst
420 10th Street
Columbus, Georgia 31901

The Grantor: BTW South I, L.P.
c/o Housing Authority of Columbus, Georgia
Attn.: Chief Executive Officer
P.O. Box 630 (31902)
1000 Wynnton Road
Columbus, GA 31906

Any notice provided for in this Security Instrument shall be deemed to have been given to Grantee or Grantor when given as provided in this Section.

18. **Governing Law; Severability.** This Security Instrument shall be governed by the laws of the State of Georgia. Grantor irrevocably agrees that subject to Grantee's sole and absolute election, Grantee may bring suit, action, or other legal proceedings arising out of this Security Instrument in courts located in Columbus, Georgia, whether local, state, or federal. Grantor hereby consents to the jurisdiction of such courts and waives any rights Grantor may have to request a change of venue or a removal to another court. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

19. **Time of the Essence.** Time is of the essence with respect to this Security Instrument and the obligations secured hereby.

20. **Security Deed.** This conveyance is to be construed under the existing laws of the State of Georgia as a deed passing title, and not as a mortgage, and is intended to secure the payment of all sums secured hereby.

21. WAIVER OF GRANTOR'S RIGHTS

BY EXECUTION OF THIS PARAGRAPH, GRANTOR EXPRESSLY: (1) ACKNOWLEDGES THE GRANTEE'S RIGHT TO ACCELERATE THE DEBT AND THE POWER OF ATTORNEY GIVEN HEREIN TO GRANTEE TO SELL THE PROPERTY BY NONJUDICIAL FORECLOSURE UPON DEFAULT BY GRANTOR WITHOUT ANY JUDICIAL HEARING AND WITHOUT ANY NOTICE OTHER THAN SUCH NOTICE AS IS REQUIRED TO BE GIVEN UNDER THE PROVISIONS HEREOF; (2) WAIVES ANY AND ALL RIGHTS WHICH GRANTOR MAY HAVE UNDER THE FIFTH AND FOURTEENTH AMENDMENTS TO THE CONSTITUTION OF THE UNITED STATES, THE VARIOUS PROVISIONS OF THE CONSTITUTION FOR THE SEVERAL STATES, OR BY REASON OF ANY OTHER APPLICABLE LAW TO NOTICE AND TO JUDICIAL HEARING PRIOR TO THE EXERCISE BY GRANTEE OF ANY RIGHT OR REMEDY HEREIN PROVIDED TO GRANTEE, EXCEPT SUCH NOTICE AS IS SPECIFICALLY REQUIRED TO BE PROVIDED HEREOF; (3) ACKNOWLEDGES THAT GRANTOR HAS READ THIS DEED TO SECURE DEBT AND SPECIFICALLY THIS PARAGRAPH AND ANY AND ALL QUESTIONS REGARDING THE LEGAL EFFECT OF SAID DEED TO SECURE DEBT AND ITS PROVISIONS HAVE BEEN EXPLAINED FULLY TO GRANTOR AND GRANTOR HAS BEEN AFFORDED AN OPPORTUNITY TO CONSULT WITH COUNSEL OF GRANTOR'S CHOICE PRIOR TO EXECUTING THIS DEED TO SECURE DEBT; (4) ACKNOWLEDGES THAT ALL WAIVERS OF THE AFORESAID RIGHTS OF GRANTOR HAVE BEEN MADE KNOWINGLY, INTENTIONALLY AND WILLINGLY BY GRANTOR AS PART OF A BARGAINED-FOR GRANT TRANSACTION; AND (5) AGREES THAT THE PROVISIONS HEREOF ARE INCORPORATED INTO AND MADE A PART OF THE DEED TO SECURE DEBT.

(SIGNATURE ON NEXT PAGE)

IN WITNESS WHEREOF, Grantor has caused this Security Instrument to be executed, under seal, by and through its duly authorized officer as of the date first set forth above.

BTW South I, L.P.

By: HACG BTW South I GP, Inc.

By: _____
Lisa Walters
Its President

Signed, sealed and delivered in the
Presence of:

(CORPORATE SEAL)

Unofficial Witness

Notary Public
My Commission Expires: _____

(NOTARY SEAL)

EXHIBIT "A"

Legal Description of Land

All that lot, tract or parcel of land lying and being in Columbus, Muscogee County, Georgia, being shown and identified as "PARCEL 'D', 2.26 AC. \pm 98,474 SQ. FT." on that certain plat of survey entitled "REPLAT OF BOOKER T. WASHINGTON APARTMENTS, CITY LOTS 607 through 614, COLUMBUS, MUSCOGEE COUNTY, GEORGIA FOR HOUSING AUTHORITY OF COLUMBUS," last revised January 27, 2023, prepared by Becker Surveying Company, Inc. and being more particularly described according to said plat of survey as follows:

To locate the POINT OF BEGINNING, commence at a drill hole which marks the intersection of the northern right-of-way line of Victory Drive with the eastern right-of-way line of 5th Avenue; thence run along the eastern right-of-way line of 5th Avenue North 00 degrees 44 minutes 52 seconds East for a distance of 268.04 feet to a point which marks the POINT OF BEGINNING; from said POINT OF BEGINNING, thence continue to run along the eastern right-of-way line of 5th Avenue North 00 degrees 44 minutes 52 seconds East for a distance of 329.40 feet to a drill hole; thence, leaving the eastern right-of-way line of 5th Avenue, run South 89 degrees 27 minutes 39 seconds East for a distance of 298.95 feet to a rebar located on the western right-of-way line of 6th Avenue; thence run South 00 degrees 44 minutes 52 seconds West along the western right-of-way line of 6th Avenue for a distance of 329.40 feet to a point; thence, leaving the western right-of-way line of 6th Avenue, run North 89 degrees 27 minutes 39 seconds West for a distance of 298.95 feet to the point on the eastern right-of-way line of 5th Avenue that marks the POINT OF BEGINNING.