

IN THE STATE COURT OF FULTON COUNTY

STATE OF GEORGIA

HERITAGE SELECT HOMES, LLC,)

Plaintiff,)

v.)

**JEFFERY LAMAR WILLIAMS)
a/k/a YOUNG THUG)
and YSL ENTERPRISES, INC.,)**

Defendants.)

CIVIL ACTION FILE

NO. _____

PLAINTIFF’S VERIFIED COMPLAINT

COMES NOW the Plaintiff Heritage Select Homes, LLC (“Heritage”) and makes its Complaint against the Defendants as follows:

1.

Defendant Jeffrey Lamar Williams a/k/a Young Thug may be served with summons and complaint at his residential address of 3511 Roxboro Road, Atlanta, Fulton County, Georgia 30326.

2.

Defendant Williams resides in Fulton County and is therefore subject to the jurisdiction of this Court, and venue is proper.

3.

Defendant YSL Enterprises, Inc. (“YSL”) may be served with summons and complaint by service upon its registered agent for service of process, Amina Diop, at its registered address of 4480 South Cobb Drive, #331, Smyrna, Georgia 30080, or by

service upon its director, Jeffrey Lamar Williams, at his residential address of 3511 Roxboro Road, Atlanta, Fulton County, Georgia 30326

4.

Defendant YSL is therefore subject to the jurisdiction of this Court, and venue is proper.

5.

On or about September 19, 2016, Defendant YSL executed a Balloon Promissory Note (the “Note”) in favor of Plaintiff for the initial principal sum of \$2,475,000. A true and correct copy of the Note is attached hereto as **Exhibit “A”**.

6.

On or about September 19, 2016, Defendant Williams executed an Unconditional Personal Guaranty (the “Guaranty”) in favor of Plaintiff pursuant to which he unconditionally guaranteed the performance of all of YSL’s obligations under the Note, including the payment of all amounts due to Plaintiff under the terms of the Note. A true and correct copy of the Guaranty is attached hereto as **Exhibit “B”**.

7.

The Note is secured by a parcel of real property located at 3511 Roxboro Road, Atlanta, Georgia (the “Property”) pursuant to the terms of a Deed to Secure Debt and Security Agreement (the “Security Deed”) that was recorded against the Property in the real estate records of Fulton County at Deed Book 56674, Pages 158-172. A true and correct copy of the Security Deed is attached hereto as **Exhibit “C”**.

8.

The Note provided that YSL was obligated to make a payment to Heritage on March 19, 2017 in the amount of \$14,667 for interest plus \$2,200,000 for principal.

9.

The Note further provided for a maturity date of March 19, 2017 pursuant to which all remaining amounts due and owing under the Note were due to be paid on that date.

10.

Defendants failed to make the installment payment due on March 19, 2017 under the Note.

11.

Defendants also failed to pay off all amounts due and owing under the Note upon its maturity on March 19, 2017.

12.

Pursuant to paragraph 2 of the Note, Defendant YSL promised “to pay all costs of collection, including fifteen percent (15%) of the principal balance of this Note for attorney’s fees, if this Note is collected by or through an attorney at law.”

13.

On March 29, 2017, Plaintiff sent Defendants a letter notifying them of their default under the terms of the Note and Guaranty. In the demand letter, Plaintiff further advised Defendants pursuant to O.C.G.A. § 13-1-11 that if the total amounts due and owing under the Note and Guaranty was not paid within ten (10) days of their receipt of

that demand letter, then Plaintiff intended to enforce the attorney's fees provision of the Note entitling it to recover 15% of the principal amount due and owing as attorney's fees. A true and correct copy of this letter is attached hereto as **Exhibit "D"**.

14.

Defendants failed to pay the amounts due under the Note and Guaranty within 10 days of their receipt of Plaintiff's demand letter.

15.

By virtue of the foregoing, Defendants have breached the terms of the Note and Guaranty due to, among other acts and omissions, their failure to pay all amounts due and owing thereunder.

16.

Defendants are currently indebted to the Plaintiff in the principal amount of \$2,200,000, plus interest thereon through March 29, 2017 of \$14,667, and continuing to accrue on the principal due at the default rate of 13% per annum or \$783 per day until paid, plus late fees of \$1467 and attorney's fees under O.C.G.A. § 13-1-11 in the amount of \$330,000.

WHEREFORE, Plaintiff demands judgment in its favor and against the Defendants, jointly and severally, in the principal amount of \$2,200,000, plus interest thereon through March 29, 2017 of \$14,667, and continuing to accrue on the amounts due at the default rate of 13% per annum or \$783 per day until paid, late fees of \$1467 and attorney's fees under O.C.G.A. § 13-1-11 in the amount of \$330,000, plus award all costs of this action and such grant other and further relief as this Court deems just and proper.

/s/ Bryan M. Knight

Bryan M. Knight

Georgia Bar No. 142401

Scott D. McAlpine

Georgia Bar No. 480559

KNIGHT JOHNSON, LLC

One Midtown Plaza

1360 Peachtree Street, N.E., Suite 1201

Atlanta, Georgia 30309

Tel: (404) 228-4822

Fax: (404) 228-4821

bknight@knightjohnson.com

smcalpine@knightjohnson.com

EXHIBIT

“A”

BALLOON PROMISSORY NOTE

THIS LOAN IS PAYABLE IN FULL AT MATURITY. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. YOU WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER, WHICH MAY BE THE LENDER YOU HAVE THIS LOAN WITH, WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF YOU OBTAIN REFINANCING FROM THE SAME LENDER.

09/19/16

3511 ROXBORO RD, ATLANTA, GA 30326

FOR VALUE Received, **YSL ENTERPRISES, INC.** ("Maker"), promises to pay to the order of **HERITAGE SELECT HOMES, LLC**, its successors and assigns ("Holder") the principal sum of **\$2,475,000.00** dollars payable with interest as set forth below, without offset or deduction in lawful money of the United States of America which shall at the time of payment be legal tender in payment of all debts and dues, public and private, as follows:

1. **Interest Rate and Payments:**

- 1.1 **Interest Rate.** The principal amount hereof from time to time outstanding shall bear simple interest at the rate of **8.0% per annum**. Interest shall be computed on the basis of the actual number of days elapsed in a year of 360 days.
- 1.2 **Periodic Installments.** Accrued interest (and additional principal payments) shall be payable in monthly installments, beginning on **10/19/2016** and continuing on the **19th day of each month thereafter** until the Maturity Date (as hereinafter defined). Said monthly payments shall be in the following amounts and on the following dates:

10/19/16: \$16,500 (interest) and \$70,000 (principal)

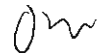
11/19/16: \$16,033 (interest) and \$70,000 (principal)

12/19/16: \$15,567 (interest) and \$135,000 (principal)

1/19/17: \$14,667 (interest) and \$0 (principal)

2/19/17: \$14,667 (interest) and \$0 (principal)

3/19/17: \$14,667 (interest) and \$2,200,000 (principal)



All payments shall be made payable to Heritage Select Homes, LLC and shall be mailed to:

Heritage Select Homes, LLC,

6000 Lake Forrest Drive, Suite 400
Atlanta, GA 30328
until Holder directs otherwise.

- 1.3 Final Installment. Unless Maker exercises one or more Extension Right as provided in Section 1.5 herein, if not sooner paid or accelerated pursuant to the terms hereof, the entire outstanding principal balance, together with all accrued and unpaid interest, shall be due and payable in one (1) full and final installment on the earlier of (i) the date of a sale or other transfer of the property encumbered by the Security Deed, as hereinafter defined (or the transfer of any interest in Maker); or (ii) on 3/19/2017, (**herein referred to as the "Maturity Date"**).
- 1.4 Late Charge. If any installment provided for herein is not received by Holder within **5 days after its due date**, Maker shall pay Holder a late charge equal to **ten percent (10%)** of the amount due and Holder shall not be obligated to accept any past due installment not accompanied by such late charge.
- 1.5 Extensions of Maturity Date. See "Extension of Note" Attachment
2. Attorney's Fees. Maker promises to pay all costs of collection, including fifteen percent (15%) of the principal balance of this Note for attorney's fees, if this Note is collected by or through an attorney at law.
3. Loan Documents. The indebtedness evidenced by this Note and the obligations created hereby are secured by, without limitation that certain Deed to Secure Debt and Security Agreement of even date herewith granted by Maker to Holder encumbering real property located and known as **3511 ROXBORO RD, ATLANTA, GA 30326**, (the "Security Deed") (this Note, the Security Deed and any other documents executed in connection herewith hereinafter referred to collectively as the "Loan Documents").
4. Default. If Maker (i) fails to make any of the payments required by this Note or the Loan Documents when due, or fails to make any of the payments under any other loans when due pursuant to any other loan from Holder to Maker; (ii) fails to perform any covenants or provisions of any of the Loan Documents (or if an event of default occurs pursuant to any of the Loan Documents); (iii) becomes insolvent, commits any act of bankruptcy, makes an assignment for the benefit of creditors, files a voluntary petition in bankruptcy, fails to dismiss an involuntary petition of bankruptcy within thirty (30) days of its filing, or should a receiver of any of Maker's property be appointed (and, with respect to matters in (i) or (ii) above, any such failure shall remain uncured for a period of ten (10) days after written notice is given to Maker as to a monetary failure or fifteen (15) days after notice is given to Maker as to a non-monetary failure), then, in any such event, at the option of the Holder hereof, at any time thereafter, without further notice or demand, the unpaid principal of this Note and all accrued interest, shall at once become due and payable and the unpaid principal shall bear interest at the Default Rate (as hereinafter defined) thereafter. Failure to exercise any of said options shall not constitute a waiver on the part of Holder of the right to exercise the same at any other time. "Default Rate" shall mean an interest rate which is five (5) percentage
- JW

points per annum above the otherwise applicable interest rate pursuant to this Note; provided, however, if the loan evidenced by this Note is determined to be a "high cost home loan" as that term is defined by the Georgia Fair Lending Act (O.C.G.A. § 7-6A-1 et. seq.), then the Default Rate shall be equal to the otherwise applicable interest rate pursuant to this Note without said five percent (5%) interest rate increase.

5. Notices. All notices, demands or requests hereunder shall be given in writing and hand delivered, sent by certified mail or telecopy to the following addresses:

Holder: Heritage Select Homes, LLC
6000 Lake Forrest Drive, Suite 400
Atlanta, GA 30328

Maker: YSL ENTERPRISES, INC.
3511 ROXBORO ROAD
ATLANTA, GA 30326

6. Waiver. Maker and Maker's successors and assigns, hereby expressly waive presentment for payment, demand, notice of demand, notice of dishonor, protest, notice of protest, diligence in collection and all other notices or demands whatsoever with respect to this Note or the enforcement hereof except as expressly provided for herein, and hereby consents to any and all indulgences granted by Holder, or any substitution, exchange or release of collateral permitted by Holder, all without in any way modifying, altering, releasing, affecting or limiting the validity of the indebtedness evidenced hereby or impairing any of Holder's rights following a default hereunder. No failure to accelerate the debt evidenced hereby by reason of default from time to time shall be construed (i) as a novation of this Note or as a reinstatement of the indebtedness evidenced hereby or as a waiver of such right to acceleration or of the right of Holder thereafter to insist upon strict compliance with the terms of this Note, or (ii) to prevent the exercise of such right of acceleration or any other right granted hereunder or by the laws of the United States or any State thereof; and Maker hereby expressly waives the benefit of any statute or rule of law or of equity now provided, or which may hereafter be provided, which would produce a result contradictory to or in conflict with the foregoing. No extension of the time for payment of this Note or any installment due hereunder, made by agreement with any person now or hereafter liable for the payment of this Note, shall operate to release, discharge, modify, change or affect the original liability of Maker under this Note, either in whole or in part, unless Holder agrees otherwise in writing. This Note may not be changed orally, but only by agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought. JW

7. Exemptions. Maker hereby waives and renounces for Maker and Maker's heirs, executors, successors and assigns, all rights to the benefits of any statute of limitations and any moratorium, reinstatement, marshaling, forbearance, valuation, stay, extension, redemption, appraisal, exemption or homestead now provided, or which may hereafter be provided by the Constitution or laws of the United States of America or of any State thereof to and in their property, real and personal,

against the enforcement and collection of the obligations evidenced by this Note. Maker hereby transfers, conveys and assigns to the Holder a sufficient amount of such homestead or exemption as may be set apart in bankruptcy, to pay this Note in full, with all costs of collection, and does hereby direct any trustee in bankruptcy having possession of such homestead or exemption to deliver to the Holder a sufficient amount of property or money set apart as exempt to pay the indebtedness evidenced hereby, or any renewal hereof, and does hereby irrevocably appoint the Holder the attorney-in-fact for the Maker to claim any and all homestead exemptions allowed by law.

8. Governing Law and Related Matters. This Note is intended to constitute a contract under and shall be construed, interpreted and enforced in accordance with the laws of the State of Georgia. If any provision of this Note shall be deemed unenforceable under applicable law, such provision shall be ineffective, but only to the extent of such unenforceability, without invalidating the remainder of such provision or the remaining provisions of this Note. If more than one person signs this Note as a maker, then each shall be jointly and severally liable hereunder. All of the terms and provisions of this Note shall be applicable to and be binding upon each and every maker, endorser, surety, guarantor and all other persons who are or may become liable for the payment hereof and their heirs, personal representatives, successors or assigns.
9. Jurisdiction: Venue. Maker hereby irrevocably submits to the jurisdiction of the federal district court having a situs in Atlanta, Georgia, in any action or proceeding involving or in connection with this Note. Maker irrevocably agrees that all claims in respect of such actions or proceedings may be heard and determined in such federal court. Maker irrevocably waives the defense of inconvenience of forum to the maintenance of such action or proceeding in any jurisdiction. Anything herein to the contrary notwithstanding, the Holder may bring any legal action or proceeding involving this Note in any other appropriate jurisdiction.
10. Waiver of Jury Trial. MAKER AND HOLDER IN ACCEPTING THIS NOTE, KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, TO THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS NOTE, THE SECURITY DEED, AND ANY DOCUMENT EXECUTED AND DELIVERED BY MAKER TO HOLDER IN CONJUNCTION WITH THE INDEBTEDNESS EVIDENCED BY THIS NOTE, THE MORTGAGE, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF EITHER PARTY OR ANY STOCKHOLDER, DIRECTOR, OFFICER, EMPLOYEE, AGENT OR INDEPENDENT CONTRACTOR OF EITHER.
11. Avoidance of Usury. If from any circumstances whatsoever, fulfillment of any provision of this Note or of any other instrument evidencing or securing the indebtedness evidenced hereby, at the time performance of such provision shall be due, shall involve transcending the limit of validity presently prescribed by an applicable usury statute or any other applicable law, then ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity, so that in no event shall any exaction be possible under this Note or under any other instrument evidencing



or securing the indebtedness evidenced hereby, that is in excess of the current limit of such validity, but such obligations shall be fulfilled to the limit of such validity. In determining whether or not the rate of interest hereunder exceeds the highest lawful rate, Maker and Holder agree and intend that all sums paid hereunder which are deemed interest for the purposes of determining usury, shall be prorated, allocated or spread in equal parts over the longest period of time permitted under the applicable laws of the State of Georgia.

12. Time of Essence. Time is of the essence of this Note.
13. Inurement. This Note shall bind and inure to the benefit of Maker and Holder and their respective heirs, executors, successors, assigns and legal representatives, whether by voluntary action or by operation of law.
14. Captions. The captions of the paragraphs of this Note are for convenience only and are not intended to be nor shall be construed as being a part hereof and shall not limit, expand or otherwise affect any of the terms hereof.
15. Property Maintenance. Borrower agrees to have pool and landscaping serviced every two weeks. Borrower agrees to service HVAC units quarterly and to have quarterly maintenance. All costs of the aforementioned services shall be borne exclusively by Borrower. Borrower expressly agrees that Lender shall have the right to inspect premises periodically to ensure that the aforementioned maintenance is being completed. In Lender's sole discretion, Lender may elect to pay vendors directly to perform any needed maintenance or repair services and add the amount to the loan balance.

SIGNED, SEALED AND DELIVERED by Maker as of the day and year first above set forth.

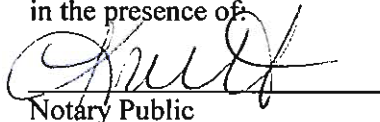
Borrower:

YSL ENTERPRISES, INC.


BY: JEFFERY LAMAR WILLIAMS

ITS: DIRECTOR

Signed, sealed and delivered
in the presence of:


Notary Public

My commission expires:

dw

EXHIBIT

“B”

UNCONDITIONAL PERSONAL GUARANTY

TO: PACES FUNDING, LLC, its successors and/or assigns

RE: NOTE FOR YSL ENTERPRISES, INC.

PROPERTY: 3511 ROXBORO RD, ATLANTA, GA 30326

For value received and acknowledged, the undersigned does personally guarantee the performance by YSL ENTERPRISES, INC. ("the Maker") of each and every provision of the promissory note above referenced. The obligation of the undersigned is a full and complete guaranty and such obligation is made as a guarantor and not as a surety. Said guaranty is continuing, absolute and unconditional. The undersigned further acknowledges that the undersigned is receiving a benefit by the Maker and such benefit is good, valuable and adequate consideration for this guaranty. The undersigned hereby expressly waives, renounces and agrees not to assert any right, claim or cause of action including, without limitation, a claim for reimbursement, subrogation, indemnification or otherwise, against the Maker. Said guarantor hereby expressly waives: (a) notice of acceptance of this guaranty; (b) notice of the existence or creation of any and all obligations arising pursuant to any of the Loan Documents (as defined in said promissory note); and (c) notice of any default, non-payment, partial payment, presentment, demand, and all other notices whatsoever. The liability or obligations of the undersigned shall not be released, impaired or affected in any manner by reason of: (a) the taking of an action consented to or permitted by the undersigned, or (b) the failure of the Holder to take any action. Holder may, without notice of any kind, sell, assign or transfer its interest in the above-referenced note, and in such event such assignee, transferee or holder shall have the right to enforce this guaranty, by suit or otherwise, as fully as if such assignee, transferee or holder were herein by name specifically given such rights, powers and benefits. No delay or failure on the part of Holder or its assignee or transferee in the exercise of any right or remedy shall act as a waiver, and no single or partial exercise by Holder of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy.

Witness the hand and seal of the undersigned this 09/19/16.


_____(SEAL)
JEFFERY LAMAR WILLIAMS

EXHIBIT

“C”

Deed Book 56674 Pg 158
Filed and Recorded Sep-26-2016 08:30am
2016-0289353
Georgia Intangible Tax Paid \$0.00
Cathelene Robinson
Clerk of Superior Court
Fulton County, Georgia

AFTER RECORDATION PLEASE RETURN TO:

PARTNERSHIP TITLE COMPANY, LLC
2921 PIEDMONT ROAD, SUITE B
ATLANTA, GEORGIA 30305
15-2149

DEED TO SECURE DEBT AND SECURITY AGREEMENT

(Short term - intangible tax not due)

STATE OF GEORGIA
COUNTY OF FULTON

THIS DEED TO SECURE DEBT AND SECURITY AGREEMENT ("Deed"), is made 09/19/16 by and between

YSL ENTERPRISES, INC.

Whose mailing address is 4480 H SOUTH COBB DRIVE #331, SMRYNÁ, GA 30080 ("Grantor"), and

HERITAGE SELECT HOMES, LLC,

a Georgia limited liability company, whose mailing address is 6000 Lake Forrest Drive, Suite 400, Atlanta, GA 30328 ("Grantee");

WITNESSETH THAT

WHEREAS, the Grantor is justly indebted to Grantee in the sum of \$2,475,000.00 in lawful money of the United States of America, and has agreed to pay the same, with interest thereon, according to the terms of a certain promissory note given by Borrower to Grantee to evidence said indebtedness, bearing even date herewith, having a maturity date of MARCH 19, 2017, such note, as the same may be amended, renewed, replaced, or extended from time to time, being incorporated herein by this reference (as amended, renewed, replaced, or extended, the "Note");

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor, and in order to secure the payment of the Note and the Secured Indebtedness as defined herein below, Grantor has granted, bargained, sold, and conveyed, and by these presents does grant, bargain, sell, and convey, unto Grantee the following described property, to-wit:

SUBJECT PROPERTY KNOWN AS: 3511 ROXBORO RD, ATLANTA, GA 30326

AND AS MORE FULLY DESCRIBED IN EXHIBIT "A" HERETO AND INCORPORATED HEREIN.

TOGETHER with all buildings, structures, and other improvements now or hereafter located on said property, or any part and parcel thereof; and

TOGETHER with all rights, title, and interest of Grantor in and to the minerals, flowers, shrubs, crops, trees, timber, and other emblements now or hereafter on said property or above the same or any part or parcel thereof; and

TOGETHER with all and singular the tenements, hereditaments, easements, and appurtenances thereunto belonging or in any wise appertaining, and the reversion or reversions, remainder and remainders, rents, issues, and profits thereof; and also all the estate, right, title, interest, claim, and demand whatsoever of Grantor of, in, and to the same and of, in, and to every part and parcel thereof; and

TOGETHER with all fittings and fixtures, whether actually or constructively attached to said property and including all attached machinery, equipment, apparatus, and all trade, domestic, and ornamental fixtures, appliances, and articles of personal property of every kind and nature whatsoever, now or hereafter located in, upon, or under said property or any part thereof and used or usable in connection with any present or future operation of said property and now owned or hereafter acquired by Grantor (hereinafter collectively called "Equipment") including, but without limiting the generality of the foregoing, all heating, air conditioning, freezing, lighting, laundry, cooking, incinerating, and power equipment; engines; pipes; pumps; tanks; motors; conduits; switchboards; plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating, and communications apparatus; boilers, ranges, furnaces, oil burners, or units thereof; appliances; air-cooling and air conditioning apparatus; vacuum cleaning systems; elevators; escalators; shades; awnings; screens; storm doors and windows; stoves; wall beds; refrigerators; dishwashers; attached cabinets; partitions; ducts and compressors; rugs and carpets; mirrors; mantles; draperies; furniture and furnishings; all building materials, supplies, and equipment now or hereafter delivered to said property and intended to be installed therein; all additions to and renewals or replacements of all of the foregoing; and all proceeds and profits of all of the foregoing; and

TOGETHER with any and all rents which are now due or may hereafter become due by reason of the renting or leasing of the property, the improvements thereon, and Equipment; and

Handwritten mark

Deed Book 56674 Pg 159

TOGETHER with any and all awards or payments, including interest thereon, and the right to receive the same, as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade of any street, or (c) any other injury to, taking of, or decrease in the value of, the property, to the extent of all amounts which may be secured by this deed at the date of receipt of any such award or payment by Grantee and of the reasonable attorneys' fees, costs, and disbursements incurred by Grantee in connection with the collection of such award or payment.

TO HAVE AND TO HOLD all the aforesaid property, property rights, contract rights, Equipment, and claims (all of which are collectively referred to herein as the "Premises") to the use, benefit, and behoof of Grantee, forever, in FEE SIMPLE.

Grantor warrants that Grantor has good title to the Premises, and is lawfully seized and possessed of the Premises and every part thereof, and has the right to convey same; that the Premises are unencumbered except as may be expressly provided in Schedule B Section 2 of the lender's title policy issued in connection herewith; and Grantor will forever warrant and defend the title to the Premises unto Grantee against the claims of all persons whomsoever.

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 Premises conveyed hereby shall not revert to Grantor until the expiration of the longest period of time permitted under whichever of said subsections 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.

This deed is made and intended to secure the payment of the indebtedness of Borrower to Grantee evidenced by the Note in accordance with the terms thereof, together with all additional sums advanced and expenses incurred by Grantee for insuring, preserving or otherwise protecting the Premises and its value and any other sums advanced and expenses incurred by Grantee under the terms of this deed (including advances for payment of taxes and assessments on the Premises), and all expenses incident to the collection of the indebtedness secured by this deed (all of which are collectively referred to herein as the "Secured Indebtedness")

Grantor covenants and agrees as follows:

1. Payment of Secured Indebtedness. Grantor, if also Borrower, shall pay to Grantee the Secured Indebtedness with interest thereon as in the Note or any other instrument or document pertaining to said Secured Indebtedness as provided.

2. Taxes and Insurance Premiums. Grantor shall pay, when due and payable, (a) all taxes, assessments, general or special, and other charges levied on, or assessed, placed, or made against the Premises, this instrument, or the Secured Indebtedness or any interest of Grantee in the Premises or the obligations secured hereby; (b) premiums on policies of fire and other hazard insurance covering the Premises, as required in Article 3 herein; (c) premiums on all collaterally pledged life insurance policies, if any; (d) premiums for title insurance, if this deed and the Note are so insured; and (e) ground rents or other lease rentals, if any, payable by Grantor. Grantor shall promptly deliver to Grantee receipts showing payment in full of all of the above items. Upon notification from Grantee, Grantor shall pay to Grantee (together with and in addition to the payments of principal and interest payable under the terms of the Note secured hereby if Grantor also is Borrower), on the installment-paying dates of the Note, until said Note is fully paid or until notification from Grantee to the contrary, an amount reasonably sufficient (as estimated by Grantee) to provide Grantee with funds to pay said taxes, assessments, insurance premiums, rents, and other charges next due so that Grantee will have sufficient funds on hand to pay same thirty (30) days before the date on which they become past due. In no event shall Grantee be liable for any interest on any amount paid to it as herein required, and the money so received may be held and commingled with its own funds, pending payment or application thereof as herein provided. In the event Grantee has required Grantor to pay to Grantee amounts estimated to be necessary to pay said taxes, assessments, insurance premiums and the like as provided hereinabove, then Grantor shall furnish to Grantee, at least thirty (30) days before the date on which the same will become past due, an official statement of the amount of said taxes, assessments, insurance premiums, and rents next due, and Grantee shall pay said charges up to the amount of the then unused credit therefor as and when they become severally due and payable. An official receipt therefor shall be conclusive evidence of such payment and of the validity of such charges. Grantee may, at its option, pay any of these charges when payable, either before or after they become past due, without notice, or make advances therefor in excess of the then amount of credit for said charges. The excess amount advanced shall become a debt due by Grantor to Grantee, shall bear interest at the rate of interest specified in the Note from date of advancement, and shall be immediately due and payable to Grantee upon demand by Grantee. Grantee may apply credits held by it for the above charges, or any part thereof, on account of any delinquent installments of principal or interest or any other payments maturing or due under this instrument, and the amount of credit existing at any time shall be reduced by the amount thereof paid or applied as herein provided. The amount of the existing credit hereunder at the time of any transfer of the Premises shall, without assignment thereof, inure to the benefit of the successor-owner of the Premises and shall be applied under and subject to all of the provisions hereof. Upon payment in full of the Secured Indebtedness, the amount of any unused credit shall be paid over to the person entitled to receive it.

3. Insurance Requirements: Damage and Destruction

(a) Grantor shall keep the Premises insured for the benefit of Grantee against loss or damage by fire, lightning, windstorm, hail, collapse, explosion, malicious mischief, riot, riot attending a strike, civil commotion, aircraft, vehicles, and smoke and such other hazards as Grantee may from time to time require, all in amounts approved by Grantee not exceeding 100% of the full insurable value (replacement value) thereof and shall keep the Premises covered by public liability insurance in amounts acceptable to Grantee; all insurance herein provided for shall be in form and written by companies approved by Grantee; and, regardless of the types or amounts of insurance required and approved by Grantee, Grantor shall assign and deliver to Grantee, as collateral and further security for the payment of the Secured Indebtedness, all policies of insurance which insure against any loss or damage to the Premises, with loss payable to Grantee, without contribution by Grantee, pursuant to the New York Standard or other mortgagee clause satisfactory to Grantee. If Grantee, by reason of such insurance, receives any money for loss or damage, such amount may, at the option of Grantee, be retained and applied by Grantee toward payment of the Secured Indebtedness (whether or not same is then due and payable) in such order of application determined by Grantee in Grantee's sole discretion, or be paid over, wholly or in part, to Grantor for the repair or replacement of the Premises or any part thereof upon terms and conditions satisfactory to Grantee in Grantee's sole discretion, or for any other purpose or object satisfactory to Grantee, but Grantee shall not be obligated to see to the proper application of any amount paid over to Grantor.

(b) Not less than ten (10) days prior to the expiration date of each policy of insurance required of Grantor pursuant to this Article 3, and of each policy of insurance held as additional collateral to secure Secured Indebtedness, Grantor shall deliver to Grantee a renewal policy or policies marked "premium paid" or accompanied by other evidence of payment satisfactory to Grantee.

(c) In the event of a foreclosure of this deed, the purchaser of the Premises shall succeed to all the rights of Grantor, including any right to unearned premiums, in and to all policies of insurance assigned and delivered to Grantee, with respect to all property conveyed and to be conveyed by, this, deed, pursuant to the provisions of this Article 3.

4. Maintenance of Premises/Lease. (a) Grantor shall maintain the Premises in good condition and repair, shall not commit or suffer any waste to the Premises, and shall comply with, or cause to be complied with, all restrictive covenants, statutes, ordinances, and requirements of any governmental authority relating to the Premises and the use thereof or any part thereof. Grantor shall promptly repair, restore, replace, or rebuild any part of the Premises, now or hereafter encumbered by this deed, which may be affected by any proceeding of the character referred to in Article 6 herein. No part of the Premises, including, but not limited to, any building, structure, parking lot, driveway, landscape scheme, timber or other ground improvement, equipment or other property, "now or hereafter conveyed as security by or pursuant to this deed, shall be removed, demolished, or materially altered without the prior written consent of Grantee. Grantor shall complete, within a reasonable time, and pay for any building, structure, or other improvement at any time in the process of construction on the property herein conveyed. Grantor shall not initiate, join in, or consent to any change in any private restrictive covenant, zoning ordinance, or other public or private restrictions limiting or defining the uses which may be made of the Premises or any part thereof without the express prior written consent of Grantee. Grantee and any persons authorized by Grantee shall have the right to enter and inspect the Premises at all reasonable times, and access thereto shall be permitted for that purpose.

(b) Grantor shall not, without the written consent of Grantee, enter into any leases or occupancy agreements affecting the Premises other than residential tenant leases in the ordinary course of business which are subordinate to this deed and which include rents and terms comparable to similar property in the vicinity of the Premises.

5. Further Assurances. Grantor shall execute and deliver (and pay the costs of preparation and recording thereof) to Grantee and to any subsequent holder hereof from time to time, upon demand, any further instrument or instruments, including, but not limited to, security deeds, security agreements, financing statements and assignments, so as to reaffirm, to correct, and to perfect the legal security title of Grantee to all or any part of the Premises intended to be hereby conveyed, whether now conveyed, later substituted for, or acquired subsequent to the date of this deed and extensions or modifications thereof.

6. Condemnation. Notwithstanding any taking of any property herein conveyed or agreed to be conveyed, by eminent domain, alteration of the grade of any street, or other injury to, or decrease in value of, the Premises by any public or quasi-public authority or corporation, Borrower shall continue to pay principal and interest on the Secured Indebtedness, and any reduction in the Secured Indebtedness resulting from the application by Grantee of any award or payment for such taking, alterations, injury, or decrease in value of the Premises, as hereinafter set forth, shall be deemed 'to take effect only on the date of such receipt; and said award or payment may, in the sole discretion of Grantee, be retained and applied by Grantee toward payment of the Secured Indebtedness, or be paid over, wholly or in part, to Grantor for the purpose of altering, restoring or rebuilding any part of the Premises which may have been altered, damaged, or destroyed as a result of any such taking, alteration of grade, or other injury to the Premises, or for any other purpose or object satisfactory to Grantee, but Grantee shall not be obligated to see to the application of any amount paid over to Grantor. If, prior to the receipt by Grantee of such award or payment, the Premises shall have been sold on foreclosure of this deed, Grantee shall have the right to receive said award or payment to the extent of any deficiency found to be due upon such sale, with legal interest thereon, whether or not a deficiency judgment on this deed shall have been sought or recovered or denied, and of the reasonable attorneys' fees, costs, and disbursements incurred by Grantee in connection with the collection of such award or payment.

7. Information Regarding the Premises. Grantor shall deliver to Grantee, at any time within thirty (30) days after notice and demand by Grantee, but not more frequently than once per month, (a) a statement in such reasonable detail as Grantee may request, certified by Grantor, of the leases, if any, relating to the Premises, and (b) a statement in such reasonable detail as Grantee may request, certified by Grantor, of the income from and expenses of any one or more of the

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following: (i) the conduct of any business on the Premises, (ii) the operation of the Premises, or (iii) the leasing of the Premises or any part thereof, for the last twelve (12)-month calendar period prior to the giving of such notice, and, on demand, Grantor shall furnish to Grantee executed counterparts of any such leases for the audit and verification of any such statement.

8. Events of Default. Each of the following events shall constitute an "Event of Default" under this deed:

(a) Should Borrower fail to pay the Secured Indebtedness or any part thereof, when and as the same shall become due and payable;

(b) should any warranty or representation of Grantor herein contained or should any warranty or representation of Borrower contained in the Note or should any warranty or representation of Grantor or Borrower contained in any instrument, transfer, certificate, statement, conveyance, or assignment given with respect to the Secured Indebtedness prove untrue or misleading in any material respect;

(c) Should the Premises be subject to actual or threatened waste or any part thereof be removed, demolished, or materially altered so that the value of the Premises be diminished, except as provided for in Article 6 herein;

(d) should any federal tax lien or claim of lien for labor or material be filed of record against Grantor or against the Premises and not be removed by payment or bond within fifteen (15) days from date of recording;

(e) Should a third party successfully assert the priority of a lien, security interest, or security deed over that of this deed;

(f) should Borrower, Grantor or any guarantor of the Secured Indebtedness or portion thereof (each a "Guarantor") make any assignment for the benefit of creditors, or should a receiver, liquidator, or trustee of Borrower, Grantor, any Guarantor or of any of Borrower's, Grantor's or any Guarantor's properties be appointed, or should any petition for the bankruptcy, reorganization or arrangement of Borrower, Grantor or any Guarantor, pursuant to the federal Bankruptcy Act or any similar statute, be filed, or should Borrower, Grantor or any Guarantor be adjudicated as bankrupt or insolvent, or should Borrower or Grantor or any Guarantor in any proceeding admit its/his insolvency or inability to pay its/his debts as they fall due or should Borrower or Grantor or any Guarantor, if a corporation, be liquidated or dissolved or its articles of incorporation expire or be revoked, or, if a limited liability company, partnership or business association be dissolved or partitioned, or, if a trust be terminated or expire or should any Guarantor who is an individual die;

(g) should Borrower or Grantor fail to keep, observe, perform, carry out, and execute in every particular their respective covenants, agreements, obligations, and conditions set out in this Deed, the Note, or any other document or instrument securing or given with respect to the Secured Indebtedness, or should a default or event of default occur under the Note or any such other document or instrument;

(h) should any event occur under any instrument, deed, or agreement, given or made by Grantor to or with any third party, which would authorize the acceleration of any debt to any such third party the acceleration of which would materially affect Borrower's ability to pay when due any amounts owed to Grantee;

(i) should there occur any sale, transfer, leasing or encumbering of the Premises or any portion thereof, without the express prior written consent of Grantee which consent may be withheld in Grantee's sole discretion;

(j) should there occur any change in the legal or equitable ownership of a controlling interest in Grantor, or any change in the management of Grantor, without the prior written consent of Grantee, which consent may be withheld in Grantee's sole discretion;

(k) Should Grantee, in good faith, deem itself insecure regarding the payment of any of the Secured Indebtedness;

(l) Any Guarantor repudiates or attempts to terminate or limit his obligations to Grantee under any Guaranty.

Unless a cure period is otherwise specifically provided for herein, Grantor shall have 30 days from the occurrence of a non-monetary Event of Default in which to cure such non-monetary Event of Default provided same is reasonably susceptible to being cured in such 30 days.

9. Remedies upon Occurrence of an Event of Default. Grantee shall be entitled to exercise any one or more of the following remedies:

(a) enter upon and take possession of the Premises without the appointment of a receiver, or an application therefor, employ a managing agent of the Premises and let the same, either in its own name, or in the name of Grantor, and receive the rents, incomes, issues, and profits of the Premises and apply the same, after payment of all necessary charges and expenses, on account of the Secured Indebtedness, and Grantor will transfer and assign to Grantee, in form satisfactory to Grantee, Grantor's lessor interest in any lease now or hereafter affecting the whole or any part of the Premises;

(b) pay any sums in any form or manner deemed expedient by Grantee to protect the security of this instrument or to cure any Event of Default other than payment of interest or principal on Secured Indebtedness; make any payment hereby authorized to be made according to any bill, statement, or estimate furnished or procured from the appropriate public officer or the party claiming payment without inquiry into the accuracy or validity thereof, and the receipt of any such public officer or other party in the hands of Grantee shall be conclusive evidence of the validity and amount of items so paid, in which

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event the amounts so paid, with interest thereon from the date of such payment at the rate of interest specified in the Note, shall be a debt from Grantor to Grantee which shall be secured hereby and which shall be immediately due and payable to Grantee; and Grantee shall be subrogated to any encumbrance, lien, claim, or demand, and to all the rights and securities for the payment thereof, paid or discharged with the principal sum secured hereby or by Grantee under the provisions hereof, and any such subrogation rights shall be additional and cumulative security to this instrument;

(c) Declare the entire Secured Indebtedness immediately due, payable, and collectible, subject to any notice provisions as provided herein, regardless of maturity, and, in that event, the entire Secured Indebtedness shall become immediately due, payable, and collectible;

(d) sell and dispose of the Premises at public auction, at the usual place for conducting sales at the courthouse in the county where the Premises 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 sheriffs advertisements are published in said county, all other waivable notice being hereby waived by Grantor; and Grantee may thereupon execute and deliver to the purchaser at said sale a sufficient conveyance of the Premises 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 Premises; and Grantee, or its assigns, shall collect the proceeds of such sale, reserving therefrom all unpaid Secured Indebtedness with interest then due thereon, and all amounts advanced by Grantee for taxes, assessments, fire insurance premiums, and other charges, with interest at the rate of interest specified in the Note thereon from date of payment, together with all costs and charges for advertising, and commissions for selling the Premises, and reasonable attorneys' fees actually incurred and pay over any surplus to Grantor (in the event of deficiency, Borrower 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 are coupled with an interest and are irrevocable by death or other wise, and are in addition to any and all other remedies which Grantee may have at law or in equity; Or

(e) With respect to the Equipment and any other personal property and fixtures in which a security interest is herein granted, to exercise any or all of the rights accruing to a secured party under the Uniform Commercial Code of the State of Georgia (O.C.G.A. § 11-9-101 et seq.) and any other applicable law. Grantor shall, if Grantee requests assemble all tangible items of such personal property and make them available to Grantee at a place or places to be designated by the Grantee, which shall be reasonably convenient to the Grantor. Any notice required by law to be given by Grantee of any sale or other disposition of the Equipment may be personally delivered to the Grantor or deposited in the United States mail with postage prepaid duly addressed to the Grantor at its address last known to Grantee at least five (5) business days prior to such proposed sale or other disposition, and such shall constitute reasonable and legally sufficient notice to the Grantor of any such action.

Grantee, in any action to foreclose this deed, or upon the occurrence of any Event of Default, shall be at liberty to apply for the appointment of a receiver of the rents and profits or of the Premises, or both, 'without notice, and shall be entitled to the appointment of such a receiver as a matter of right, without consideration of the value of the Premises as security for the amounts due Grantee, or the solvency of any person or corporation liable for the payment of such amounts.

In case of any sale under the deed by virtue of the exercise of the power herein granted, or pursuant to any order in any judicial proceedings or otherwise, at the election of Grantee, the Premises or any part thereof may be sold in one parcel and as an entirety, or in such parcels, manner, or order as Grantee in its sole discretion may elect, and one or more exercises of the powers herein granted shall not extinguish or exhaust the power unless the entire Premises are sold or the Secured Indebtedness is paid in full.

10. Waiver of Homestead Exemption Rights. If an individual, Grantor, for Grantor and Grantor's family, hereby waives and renounces all homestead exemption rights provided for by the Constitution and Laws of the United States or the State of Georgia in and to the Premises as against the collection of the Secured Indebtedness, or any part thereof.

11. Time of the Essence. Grantor agrees that where, by the terms of the conveyance made herein, or the Note or any of the other Secured Indebtedness secured hereby, a day is named or a time fixed for the payment of any sum of money or the performance of any agreement, the time stated enters into the consideration and is of the essence of the whole contract.

12. Waiver. The interest of Grantee hereunder and the Secured Indebtedness secured hereby arise from a "commercial transaction" within the meaning of O.C.G.A. § 44-14-260. Accordingly, Grantor hereby expressly waives any and all rights which Grantor may have to notice prior to Grantee's seizure of any personal property which constitutes part of the Premises, whether such seizure is by writ of possession or otherwise. In addition, Grantor specifically waives any and all rights of Grantor under O.C.G.A. § 10-7-24, including any right to require Grantee to proceed against Borrower.

13. Exercise of Remedies No Bar to Subsequent Exercise. Grantee shall have the right from time to time to sue for any sums, whether interest, principal, or any installment of either or both, taxes, penalties, or any other sums required to be

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 paid under the terms of this deed, as the same become due, without regard to whether or not all of the Secured Indebtedness shall be due on demand, and without prejudice to the right of Grantee thereafter to enforce any appropriate remedy against Borrower or Grantor, including an action of foreclosure, or any other action, for a default or defaults by Borrower or Grantor existing at the time such earlier action was commenced.

14. Remedies Cumulative. The rights of Grantee, granted and arising under the clauses and covenants contained in this deed and the Note, shall be separate, distinct, and cumulative of other powers and rights herein granted and all other rights which Grantee may have in law or equity, and none of them shall be in exclusion of the others; all of them are cumulative to the remedies for collection of indebtedness, enforcement of rights under security deeds, and preservation of security as provided at law. No act of Grantee shall be construed as an election to proceed under any one provision herein or under the Note to the exclusion of any other provision, or an election of remedies to the bar of any other remedy allowed at law or in equity, anything herein or otherwise to the contrary notwithstanding.

15. Notices. Except as otherwise provided in Article 9(e) hereof, every provision for notice and demand or request shall be deemed fulfilled by written notice and demand or request personally served on one or more of the persons who shall at the time hold the record title to the Premises, or on their heirs or successors, or mailed by first class mail, postage prepaid (a) addressed to such person or persons, or their heirs or successors, at his, their, or its address last known to Grantee or (b) addressed to the street address of the Premises hereby conveyed, said notice so mailed being deemed given on the third day after the notice is mailed, or if earlier, on the date received by the addressee.

16. No Waiver of Future Compliance. Any indulgence or departure at any time by Grantee from any of the provisions hereof, or of any obligation hereby secured, shall not modify the same or relate to the future or waive future compliance therewith by Borrower or Grantor.

17. Miscellaneous. The words "Grantor" and "Grantee" whenever used herein shall include all heirs, executors, administrators, legal representatives, successors, and assigns of the parties hereto, and all those holding under either of them, and the pronouns used herein shall include, when appropriate, either gender and both singular and plural, and the word "Note" shall also include one or more notes and the grammatical construction of sentences shall conform thereto. If more than one party shall execute this deed, the term "Grantor" shall mean all parties signing, and each of them, and each agreement and obligation of Grantor shall be and mean the several as well as joint undertaking of each of them.

18. Information Regarding Security Interest. For the purposes of complying with the Uniform Commercial Code, the parties agree that the respective addresses of Grantor, as Debtor, and Grantee, as Secured Party, are as follows:

Debtor: YSL ENTERPRISES, INC.
 4480 H SOUTH COBB DRIVE #331
 SMRYNA, GA 30080

Secured Party: HERITAGE SELECT HOMES, LLC
 6000 Lake Forrest Drive, Suite 400
 Atlanta, GA 30328

19. Special Waivers. GRANTOR EXPRESSLY: (a) ACKNOWLEDGES THE RIGHT TO ACCELERATE THE DEBT AND THE POWER OF ATTORNEY GIVEN IN THIS DEED TO SECURE DEBT TO GRANTEE TO SELL THE PREMISES BY NONJUDICIAL FORECLOSURE UPON DEFAULT BY BORROWER OR GRANTOR WITHOUT ANY JUDICIAL HEARING AND WITHOUT ANY NOTICE OTHER THAN SUCH NOTICE AS IS SPECIFICALLY REQUIRED TO BE GIVEN UNDER THE PROVISIONS OF THIS DEED TO SECURE DEBT; (b) WAIVES ANY AND ALL RIGHTS WHICH GRANTOR MAY HAVE UNDER THE FIFTH AND FOURTEENTH AMENDMENTS TO THE CONSTITUTION OF THE UNITED STATES OF AMERICA, 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 PROVIDED TO GRANTEE, EXCEPT SUCH NOTICE AS IS SPECIFICALLY REQUIRED TO BE PROVIDED IN THIS DEED TO SECURE DEBT; (c) ACKNOWLEDGES THAT GRANTOR HAS READ THIS DEED TO SECURE DEBT, AND ANY AND ALL QUESTIONS REGARDING THE LEGAL EFFECT OF THIS 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 SAID DEED TO SECURE DEBT; (d) ACKNOWLEDGES THAT ALL WAIVERS OF THE AFORESAID RIGHTS OF GRANTOR HAVE BEEN MADE KNOWINGLY, INTENTIONALLY, AND WILLINGLY BY GRANTOR; AND (e) AGREES THAT GRANTOR'S RIGHT TO NOTICE SHALL BE LIMITED TO THOSE RIGHTS TO NOTICE PROVIDED BY THIS DEED TO SECURE DEBT AND NO OTHER.

20. Environmental Matters

(a) For the purposes of this Article, "Hazardous Substance" shall mean any substance which is a hazardous substance as defined in CERCLA, or any other substance or material defined, designated, classified or considered as hazardous or toxic waste, hazardous or toxic material, or a hazardous, toxic, radioactive or dangerous substance under any Environmental Requirement.

"Environmental Activity" shall mean any actual, proposed or threatened use, storage, holding, existence, release, emission, discharge, generation, processing, abatement, removal, disposition, handling or transportation of any Hazardous Substance from, to, upon, in, under or above the Premises or otherwise relating to the Premises or the use of the Premises or any other activity or occurrence that causes or would cause any such event to exist.

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"Environmental Requirements" shall mean all Superfund or Super Lien laws relating to any Hazardous Substance or Environmental Activity, and all other present and future federal, state and local laws, statutes, authorizations, judgments, decrees, concessions, grants, franchises, agreements, ordinances, codes, rules, regulations, orders and other governmental restrictions and requirements regulating, relating to or imposing liability or a standard of conduct concerning the environment or any Hazardous Substances or Environmental Activity including, without limitation, the following, as the same may be amended from time to time, and all regulations promulgated thereunder or in connection therewith:

Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §9601 et seq. ("CERCLA"); Resource Conservation and Recovery Act of 1976, 42 U.S.C. §6901 et seq. as amended by the Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. §6901 et seq. ("RCRA"); Clean Air Act, 42 U.S.C. § Water Pollution Control Act (commonly referred to as the Clean Water Act), 33 U.S.C. §1251 et seq. Federal Insecticide, Fungicide, and Rodenticide Act, as amended by the Federal Environmental Pesticide Control Act of 1972 and by the Federal Pesticide Act of 1978, 7 U.S.C. §136 et seq. Toxic Substances Control Act, 15 U.S.C. §2601 et seq.; Safe Drinking Water Act, 42 U.S.C. §300(f) et seq. and Georgia Underground Storage Tank Act, O.C.G.A. §12-3-1 et seq.

(b) Grantor certifies, represents and warrants to Grantee that: (i) Grantor and the Premises are in compliance in all material respects with all applicable Environmental Requirements; (ii) no investigations, inquiries, orders, hearings, actions or other proceedings by or before any governmental agency are pending or, to the best knowledge of the Grantor, threatened in connection with any Environmental Activity or alleged Environmental Activity; (iii) Grantor has no knowledge of the presence of any Hazardous Substances upon the Premises; (iv) Grantor has no knowledge of any facts or circumstances existing upon, in, under or above the Premises or relating to the Premises which may violate any applicable Environmental Requirement; (v) the use of the Premises for its intended purpose will not result in any Environmental Activity in violation of any applicable Environmental Requirements; (vi) Grantor has not engaged in any Environmental Activity and, to the best knowledge of the Grantor, no Environmental Activity has otherwise occurred, and no notice, order, directive, complaint or other communication, written or oral, has been made or issued by any governmental agency or other person or entity alleging the occurrence of any Environmental Activity in violation of any Environmental Requirements; (vii) Grantor has obtained and will at all times continue to obtain and maintain all licenses, permits or other governmental or regulatory approvals or consents, if any, necessary to comply with all Environmental Requirements relating to the Premises, and Grantor is and shall continue at all times to be in compliance with said licenses, permits, approvals or consents; and (viii) Grantor shall at all times, at its sole expense, comply in all material respects with all applicable Environmental Requirements relating to the Premises and the use thereof and will not engage in or otherwise permit the occurrence of any Environmental Act in violation of any applicable Environmental Requirement.

(c) Grantor hereby grants to Grantee an easement over the real property constituting a part of the Premises for the purpose of inspecting said property for compliance with Environmental Requirements, said easement to include the right of Grantee to perform any inspections, tests, soil samples and/or other investigations of said property to determine the environmental conditions thereof at any time or times as shall be determined by Grantee (such inspections or other investigations to be coordinated with Grantor and performed at such times so as not to interfere unreasonably with any business operations of the Grantor thereon). Said easement shall continue in existence so long as any amount of the Secured Indebtedness shall remain outstanding. Nothing contained herein shall be deemed to impose any obligation whatsoever upon Grantee to perform any such inspections or other investigations of said property.

(d) Grantor shall indemnify and hold Grantee harmless from and against any and all claims, demands, damages, judgments, liabilities, injuries, litigation and other proceedings and costs and expenses (including reasonable attorneys' fees and disbursements) which accrue against or are incurred by Grantee and arise directly or indirectly from or out of or in any way connected with (i) the failure of any representation or warranty contained in this Article 20 to be true and correct in all respects; (ii) the presence of any Hazardous Substance upon the Premises; or (iii) the occurrence of any Environmental Activity or any failure of Grantor or any other person or entity to comply with all applicable Environment Requirements relating to the Premises.

21. Subrogation. Grantor and Grantee agree that Grantee shall be subrogated to the claims and liens of all parties whose claims and liens against the Premises are discharged or paid with the proceeds of the Note secured hereby.

22. Binding Effect. This deed shall be binding upon and inure to the benefit of Grantor and Grantee and their respective heirs, personal representatives, successors and assigns.


23. Applicable Law. This deed shall be governed and construed in accordance with the laws of the State of Georgia.

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IN WITNESS WHEREOF, this deed has been duly executed, sealed and delivered by Grantor the day and year first above written.

GRANTOR:

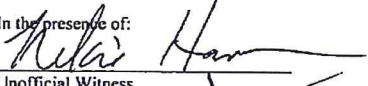
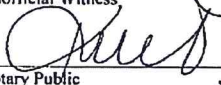

YSU ENTERPRISES, INC.

BY: JEFFERY LAMAR WILLIAMS

ITS: DIRECTOR

Signed, sealed and delivered,

In the presence of:


Unofficial Witness
Notary Public
My commission expires:

[NOTARY SEAL]



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1-4 FAMILY RIDER **Assignment of Rents**

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This 1-4 Family Rider is made this 09/19/16, and is incorporated into and shall be deemed to amend and supplement the Deed to Secure Debt and Security Instrument (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to

HERITAGE SELECT HOMES, LLC (the "Lender")

of the same date and covering the Property described in the Security Instrument and located at:

3511 ROXBORO RD, ATLANTA, GA 30326

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the Security Instrument, the following items are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor covering, all of which, including the replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required.

E. "BORROWER'S RIGHT TO REINSTATE" DELETED.

F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, the requirement concerning Borrower's occupancy of the Property is deleted.

G. ASSIGNMENT OF LEASES. Upon Lender's request after default, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until: (i) Lender has given Borrower notice of default pursuant to Section 22 of the Security Instrument, and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

0-2

Deed Book 56674 Pg 167
If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to center upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

I. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

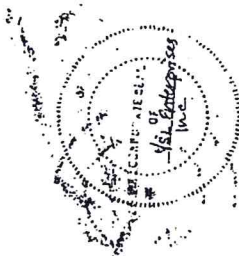
BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.

Borrower:


YSL ENTERPRISES, INC.

BY: JEFFERY LAMAR WILLIAMS

ITS: DIRECTOR



OW

BALLOON RIDER

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THIS BALLOON RIDER is made on 09/19/16, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note to Heritage Select Homes, LLC ("Lender") of the same date and covering the property described in the Security Instrument and located at:

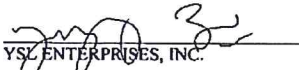
3511 ROXBORO RD, ATLANTA, GA 30326

The interest rate stated on the Note is called the "Note Rate." The date of the Note is called the "Note Date." I understand Lender may transfer the Note, Security Instrument, and this Rider. Lender or anyone who takes the Note, the Security Instrument, and this Rider by transfer and who is entitled to receive payments under the Note is called the "Note Holder."

ADDITIONAL COVENANTS. In addition to the covenants and agreements in the Security Instrument, Borrower and Lender further covenant and agree as follows (despite anything to the contrary contained in the Security Instrument or the Note):

At the Maturity Date of the Note and Security Instrument (the "Maturity Date"), I understand that the Note Holder is under no obligation to refinance or modify the Note, or to extend the Maturity Date, and that I will have to repay the Note from my own resources or find a lender willing to lend me the money to repay the Note.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Balloon Rider.

Borrower:
YSL ENTERPRISES, INC.

BY: JEFFERY LAMAR WILLIAMS

ITS: DIRECTOR



GRANTOR: YSL ENTERPRISES, INC.
 LENDER: HERITAGE SELECT, LLC
 DATE OF SECURITY DEED: September 19, 2016

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WAIVER OF BORROWER'S RIGHTS

BY EXECUTION OF THIS PARAGRAPH, GRANTOR EXPRESSLY:

(1) ACKNOWLEDGES THE RIGHT TO ACCELERATE THE DEBT AND THE POWER OF ATTORNEY GIVEN HEREIN TO LENDER TO SELL THE PREMISES 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 OF SAID DEED TO SECURE DEBT; (2) WAIVES ANY AND ALL RIGHTS GIVEN UNDER THE PROVISIONS OF SAID DEED TO SECURE DEBT; (3) 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 LENDER OF ANY RIGHT OR REMEDY HEREIN PROVIDED TO LENDER, EXCEPT SUCH NOTICE AS IS SPECIFICALLY REQUIRED TO BE PROVIDED IN SAID DEED TO SECURE DEBT; (4) ACKNOWLEDGES THAT GRANTOR HAS READ THIS DEED AND ANY AND ALL QUESTIONS REGARDING THE LEGAL EFFECT OF SAID DEED 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; (5) 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 LOAN TRANSACTION; AND (6) AGREES THAT GRANTOR'S RIGHT TO NOTICE SHALL BE LIMITED TO THOSE RIGHTS TO NOTICE PROVIDED BY THIS DEED AND NO OTHER; AND (7) AGREES THAT THE PROVISIONS HEREOF ARE INCORPORATED INTO AND MADE A PART OF THIS DEED TO SECURE DEBT.

READ AND AGREED BY GRANTOR:

Signed, Sealed and delivered in the presence of:

Unofficial Witness

Notary Public



YSL ENTERPRISES, INC. (SEAL)

BY: JEFFERY LAMAR WILLIAMS

ITS: DIRECTOR

CLOSING ATTORNEY'S AFFIDAVIT

Before the undersigned attesting officer personally appeared the undersigned closing attorney or agent, who having been the first duly sworn according to law states under oath as follows:

In closing the above loan, but prior to the execution of the Deed to Secure Debt and "Acknowledgment and Waiver of Borrower's Rights" by the Borrower(s), a representative of the firm reviewed with and explained to the Borrower(s) the term and provisions of the Deed to Secure Debt and particularly the provisions thereof authorizing the Lender to sell the secured property by a non-judicial foreclosure under a power of sale, together with the "Acknowledgment and Waiver of Borrower's Rights" and informed the Borrower(s) of Borrower's rights under the Constitution of the State of Georgia and the Constitution of the United States to notice and a judicial hearing prior to such foreclosures in the absence of a knowing, intentional and willing contractual waiver by Borrower(s) of Borrower's rights. After said review with an explanation to Borrower(s), Borrower(s) executed the Deed to Secure Debt and "Acknowledgment and Waiver of Borrower's Rights."

Based on said review and explanation to the Borrower(s), it is the opinion of the firm that the Borrower(s) knowingly, intentionally and willingly executed the waiver of Borrower's constitutional rights to notice and judicial hearing prior to any such nonjudicial foreclosure.

Sworn and subscribed before me on the date set forth above.

Notary Public

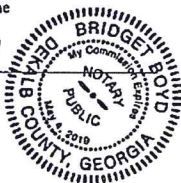


EXHIBIT "B"

ADDITIONAL PROVISIONS

Section 1

(a) The note secured hereby is a "wrap around" note, i.e., a portion of the principal amount of the note is represented by the unpaid balance of principal and accrued interest upon the following prior note dated June 26, 2014, in the principal amount of \$1,500,000.00, and secured by a first security deed recorded at Deed Book 53970, Page 52, Fulton County, Georgia records and an unrecorded obligation in the amount of \$15,000 in favor of First Atlantic Bank (said security deed(s) being hereafter referred to as the "prior security deed"; said note is hereinafter referred to as the "prior note"), it being expressly understood that the lien of this deed is subordinate and inferior to the lien of the prior security deed.

(b) Provided Grantor has not defaulted hereunder or under the note secured hereby, Grantee covenants and agrees to pay and discharge all of the indebtedness evidenced by the prior note in accordance with the terms of the prior note (including, without limitation, the making of all timely payments required by any of the documents evidencing or securing the prior notes). Grantee agrees to furnish Grantor with a copy of the front and back of Grantee's cancelled check for payment of the previous month's mortgage installment as evidence of payment if requested. If the indebtedness evidenced by the prior note is not paid in accordance with its terms or evidence of such payment is not furnished as aforesaid, provided such failure to make payments or furnish such evidence of payment was not caused or contributed to by Grantor's default hereunder or under the note, Grantor shall have the right, but shall not be obligated, to pay such indebtedness evidenced by the prior note as it becomes due and payable or to cure any default under the prior security deed; and the amounts of such payments made on the prior note, or to cure any default under the prior security deed, shall entitle Grantor to a credit against the next succeeding installment of principal and interest under the note, as determined by the Grantor, equal to one hundred per cent (100%) of the amount so paid on the prior note. Grantee shall make proper notation on the note of any such credit.

Grantee's obligations under this Section 1(b) are expressly conditional on Grantee receiving the monthly payment from Grantor on the note secured hereby.

(c) Grantor shall not be obligated to make any payments on the prior note or to cure any defaults thereunder or under the prior security deed, and any such payments made pursuant to Section 1(b) hereof by Grantor shall not relieve Grantee from Grantee's obligations to make all such payments which become due after the date of any such payment by Grantor, nor shall any such payment by Grantor obligate Grantor to make any additional payment.

(d) It is expressly agreed and understood that the lien of this deed is subordinate and inferior to the prior security deeds, and that Grantor has accepted the property described in this deed subject to such lien and has not assumed payment of the promissory note secured thereby.

Section 2

Grantor agrees to perform all of the obligations of the Grantor under the prior security deed, except the discharge of the indebtedness secured by the prior security deed in accordance with its terms, so long as the prior security deed is in effect and unreleased, and any default by Grantor in the performance of such obligations shall constitute a default hereunder. Grantor shall be responsible for any charges imposed on the Grantee's present loan other than principal, interest, and escrow deposits, except that Grantor shall not be responsible for late charges imposed on the prior loan for months in which the payment owned to the Grantee was timely paid. Furthermore, Grantor shall give to the Grantee prompt notice of any event of default under the prior loan of which Grantor was notified.

Section 3

Grantee, by its acceptance of the note further agrees as follows:

(a) Grantee shall, upon receipt of any notice of default given by the holder of the prior note pursuant thereto, or the prior security deed securing the prior note, or any other instrument securing the prior note, immediately send to Grantor or Grantor's successors or assigns, a copy of such notice.

(b) Grantee shall not alter, renew, rearrange, restructure, or refinance the indebtedness evidenced by the prior note or modify the prior note or the prior deed securing such prior note or any other instrument securing the prior note without the prior written approval of Grantor, and Grantee shall neither request nor accept any extension, postponement, indulgence, or forgiveness of the prior note or the indebtedness evidenced thereby, without the prior written approval of Grantor and unless Grantee, at the option of Grantor, shall grant a corresponding extension, postponement, indulgence, or forgiveness under the note.

(c) All amounts in escrow with the underlying lender which are attributable to amounts paid by Grantor, shall be paid or credited to Grantor upon payment in full of the underlying note. Provided however, that until the note secured hereby is paid in full, said funds shall be paid to Grantee to be held and applied as provided in Paragraph 2 of this Security Deed.

Section 4

Upon payment by Grantor of the entire balance of principal and accrued but unpaid interest on or before the date of final payment, Grantee shall apply all or the necessary part of such payment to the prior note together with any additional sum required to completely discharge said prior note and Grantee shall cause the prior security deed to be cancelled and satisfied of record.

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Deed Book 56674 Pg 171

Section 5

In the event of the foreclosure of the prior security deed, Grantor herein hereby assigns any surplus proceeds received at the foreclosure sale to Grantee herein.

Section 6

Grantee agrees that any prepayment received from the Grantor shall be applied as a prepayment of principal under the first loan in the same ratio as Grantor's payment bears to the then outstanding principal balance under the wraparound loan.

Section 7

In addition to the payments of principal and interest due under the loan secured hereby, Grantor shall also pay to Grantee, on the date on which installments thereunder are due, the monthly escrow deposits required by the first security deed lender, if applicable.

Section 8

Any proceeds paid in the event of condemnation which are credited against the outstanding balance of the first loan shall be credited against the outstanding balance of the wraparound loan in an equal amount.

Section 9

If all or any part of the property or an interest therein is sold or transferred by Borrower without Grantee's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to the Deed, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Grantee may, at Grantee's option, declare all the sums secured by this Deed to be immediately due and payable. Grantee shall have waived such option to accelerate if, prior to the sale or transfer, Grantee and the person to whom the property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Grantee herein and the interest payable on the sums secured by this Deed shall be at such rate as Grantee herein shall request. Acceptance by Grantee of one or more installment payments on the indebtedness secured hereby subsequent to any sale or change in ownership of said real estate, or any part thereof, as to which the Grantee has not granted its written consent, shall not constitute a waiver of Grantee's said option, which may be exercised by the Grantee at any time.

Section 10

Upon the occurrence of an event of default under the Note secured hereby and this Deed to Secure Debt and prior to placing an advertisement for notice of foreclosure and sale of the property, the Grantee herein agrees to (a) notify Grantor of such default in writing by certified mail, return receipt requested, to the address of the property described hereinabove (or such other address which Grantor has given in writing to Grantee for notice to be sent), specifying the nature thereof and the actions necessary to cure said default; (b) permit Grantor to cure such default within ten (10) days from the date of such notice by making payment or doing such other act or things which may be considered by the Grantee herein necessary or proper.

YSL ENTERPRISES, INC.


By: JEFFERY LAMAR WILLIAMS

Its: DIRECTOR

Borrower (Seal)

YSL Enterprises
Inc.

Deed Book 56674 Pg 172
Cathelene Robinson
Clerk of Superior Court
Fulton County, Georgia

EXHIBIT "A"**LEGAL DESCRIPTION**

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 9 OF THE 17TH DISTRICT OF FULTON COUNTY, GEORGIA, BEING LOT 30 IN BLOCK 3 OF RIDGEDALE PARK SUBDIVISION ACCORDING TO REVISED PLAT THEREOF BY L. H. FITZPATRICK C.B. APPEARING OF RECORD IN PLAT BOOK 13 AT PAGES 176 AND 177, FULTON COUNTY GEORGIA RECORDS. BEING THE SAME PREMISES CONVEYED TO RAMSEY S. AGAN BY DEED FROM MARK RICHARD HAMMOND AND MARY ANN HILLER HAMMOND DATED DECEMBER 15, 1998 AND RECORDED ON DECEMBER 18, 1998 IN BOOK 25916 AT PAGE 42 SAVING AND EXCEPTING THERE OUT AND THERE FROM THE FOLLOWING DESCRIBED PROPERTY:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING LAND LOT 9 OF THE 17TH DISTRICT OF FULTON COUNTY GEORGIA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 47.57 FEET RIGHT OF AND OPPOSITE STATION 10+459.28 ON THE CONSTRUCTION CENTERLINE OF ROXBORO ROAD ON GEORGIA HIGHWAY PROJECT NO. STP 92 19(4). RUNNING THENCE N 52 DEGREES 43 MINUTES 50 SECONDS E. FOR A DISTANCE OF 58.40 FEET TO A POINT; THENCE SOUTHEASTERLY ALONG A CURVE HAVING A RADIUS OF 1165.91 FEET FOR AN ARC DISTANCE OF 55.25 FEET TO A POINT; THENCE S 44 DEGREES 59 MINUTES 05 SECONDS E. FOR A DISTANCE OF 14.83 FEET TO A POINT; THENCE S 48 DEGREES 30 MINUTES 44 SECONDS W. FOR DISTANCE OF 59.51 FEET TO A POINT; THENCE NORTHWESTERLY ALONG A CURVE HAVING A RADIUS OF 2371.72 FEET FOR AN ARC DISTANCE OF 74.31 FEET BACK TO THE POINT OF BEGINNING. BEING THE SAME PROPERTY CONVEYED TO THE CITY OF ATLANTA BY DEED FROM RAMSEY AGAN DATED FEBRUARY 28, 2001 AND RECORDED MARCH 1, 2001 IN DEED BOOK 30026 AT PAGE 134.

COMMONLY KNOWN AS 3511 ROXBORO ROAD, ATLANTA. GEORGIA 30326.

TAX ID: 17 0009 0003 002 8

EXHIBIT

“D”

KNIGHT | JOHNSON

ATTORNEYS AT LAW

ONE MIDTOWN PLAZA
SUITE 1201
1360 PEACHTREE STREET, ATLANTA, GEORGIA 30309

P: 404.228.4822 | F: 404.228.4821
www.knightjohnson.com

Bryan M. Knight

bknight@knightjohnson.com

March 29, 2017

VIA FEDEX

YSL Enterprises, Inc.
3511 Roxboro Road
Atlanta, Georgia 30326

YSL Enterprises, Inc.
c/o Amina Diop, Registered Agent
4480 South Cobb Drive, Apt. # 331
Smyrna, Georgia 30080

Jeffrey Lamar Williams
3511 Roxboro Road
Atlanta, Georgia 30326

Re: 3511 Roxboro Road Promissory Note and Guaranty

Dear Mr. Williams and Ms. Diop:

This firm represents Heritage Select Homes, LLC (“Heritage”). As you are aware, YSL Enterprises, Inc. (“YSL”) executed a Balloon Promissory Note (the “Note”) dated September 19, 2016 in favor of Heritage for the initial principal sum of \$2,475,000. As you are also aware, Mr. Williams executed an Unconditional Personal Guaranty (the “Guaranty”) dated September 19, 2016 pursuant to which he guaranteed YSL’s performance under the Note.

This letter is being written to provide formal notice of multiple defaults on the Note. YSL defaulted under the Note due to its failure to make the monthly installment payment of \$14,667 due on March 19, 2017. In addition, YSL is in default because the Note matured on

March 19, 2017 and YSL has failed to pay the remaining balance due on the Note. By virtue of these defaults, Mr. Williams is also liable for all amounts due and owing under the Note pursuant to the terms of the Guaranty.

The current principal balance due under the Note is \$2,200,000 plus accrued interest of \$14,667 and late fees of \$1,467. The total present balance due on the Note is \$2,216,134. Please be advised that interest will continue to accrue on the unpaid principal at the default rate of 13% per annum until paid.

Insofar as this Note is being collected through an attorney, Heritage hereby notifies YSL and Mr. Williams that it intends to enforce the attorney's fee provision set forth in the Note. Unless all amounts due as set forth herein are paid within ten days of receipt of this letter, YSL and Mr. Williams shall be liable for attorney's fees in accordance with O.C.G.A. § 13-1-11 and the Note in an amount of \$330,000, which is 15% of the principal due and owing.

Demand is hereby made for payment of the total amount due and owing on the Note of \$2,216,134 to Heritage within ten days of this letter. If payment is not received within this time period, Heritage will seek all available remedies under Georgia law, including but not limited to, filing suit against YSL and Mr. Williams to recover the amounts due as well as foreclosure of the deed to secure debt held by Heritage on the real estate securing the Note. Please contact me to arrange for full payment. I hope that we can resolve this matter without resorting to litigation.

Please govern yourselves accordingly.

Very truly yours,

KNIGHT JOHNSON, LLC

A handwritten signature in black ink, appearing to read 'Bryan M. Knight', with a stylized flourish at the end.

Bryan M. Knight

cc: Jaime Masuda (via e-mail Jaime@dwabiz.com)
Joseph Ashkouti

VERIFICATION

Personally appeared before me the undersigned officer, duly qualified to administer oaths, Joseph Ashkouti, Manager of Heritage Select Homes, LLC who, after being duly sworn, states under oath that the facts set forth in the foregoing Plaintiff's Verified Complaint are true and correct.



HERITAGE SELECT HOMES, LLC

By: JOSEPH ASHKOUTI

Its: MANAGER

Sworn to and subscribed before me,
on the 12 day of April, 2017.



NOTARY PUBLIC

