PROMISSORY NOTE

\$1,200,000.00

MARCH 9, 2010

FOR VALUE RECEIVED, the undersigned, JESUS MISSION CHURCH OF ATLANTA, INC., a Georgia non-profit corporation ("Maker"), whose principal office address is at 5267-1 Buford Highway, Doraville, Georgia 30340, promises to pay to the order of CUMBERLAND PRESBYTERIAN CHURCH INVESTMENT LOAN PROGRAM, INC., a Tennessee corporation (hereinafter, together with any subsequent holder of this Note, the "Holder"), whose principal office address is at 8207 Traditional Place, Cordova, Tennessee 38016, or at such other address as the Holder may from time to time designate in writing, the principal sum of ONE MILLION TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,200,000.00) in lawful money of the United States, payable at the principal office of Holder in Cordova, Tennessee, or such other place or to such other person as the Holder hereof may from time to time designate in writing, together with interest from date on said principal sum or so such thereof as may, from time to time, be advanced and outstanding hereunder, computed on the outstanding principal balance from day to day on the basis of a 360-day year for the actual number of days in each interest period at the rate described below:

The initial interest rate will be 5.00% per annum, The interest rate Maker will pay may change on anniversary date, being the same day of March every year thereafter. Each date on which the interest rate could change is called a "Change Date".

Beginning with the first Change Date, the interest rate will be based on a "Current Index" which is established by the Lender. The "Current Index" which may be amended by Lender from time to time without notice is, at the date of this note, the average of the rates of interest on the first business day of the quarter in which the change date occurs (a) on thirty-six (36) months certificates of deposit by SUNTRUST of Memphis (or any successor thereto), (b) on thirty-six (36) months certificates of deposit by REGIONS BANK of Memphis (or any successor thereto), (c) on thirty-six (36) months certificates of deposit by FIRST TENNESSEE BANK of Memphis (or any successor thereto) and (d) the national average five-year certificate of deposit rate published in the WALL STREET JOURNAL. The principal balance of this Note shall conclusively be deemed to be the unpaid principal balance appearing on the Lender's records unless such records are manifestly in error.

Before each Change Date, the Lender will calculate the new interest rate by taking the Current Index, as determined in paragraph 3 (B), and rounding that average percentage up to the next highest whole percentage point. This rounded amount plus two whole percentage points will be the new interest rate until the next Change Date.

The Lender will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that Maker expects to owe at the Change Date in full on the maturity date at the new interest rate in substantially equal payments. The result of this calculation will be the new amount of the monthly payment due under this note. The new interest

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rate will become effective on each Change Date. Maker will pay the amount of the new monthly payment beginning on the first monthly payment date after the Change Date until the amount of the monthly payment changes again. The Lender will deliver or mail to the Maker a notice of any changes in the interest rate and the amount of the monthly payment before the effective date of any change. The notice will include information required by law to be given and also the name and telephone number of a person who will answer any question Maker may have regarding the notice. In the event the interest herein should exceed the lawful rate that may be charged in the state designated in paragraph 6, then such excess interest collected inadvertently, or otherwise, shall be applied against the principal hereof as a prepayment and shall not be considered interest.



This Note shall be paid in three hundred (300) successive monthly installments of principal and interest in the amount of approximately Seven Thousand Fifteen Dollars and 80/100 Dollars (\$7,015.80), with such payment amount being computed on a three hundred (300) month amortization, and such payment amount subject to change upon a change in the Prime Rate, commencing May 1, 2010 and continuing on the same day of each and every month thereafter, with a final balloon payment of any and all accrued but unpaid interest and outstanding principal due on April 1, 2035 unless required to be sooner paid pursuant to the provisions set forth herebelow or in the other Loan Documents, as hereinafter defined (the "Maturity Date"). If any payment of principal or interest on this Note shall become due on a Saturday, Sunday or legal holiday under the laws of the State of Georgia, such payment shall be made on the next succeeding business day, and such extension of time shall in such case be included in computing interest due in connection with such payment.

Simultaneously with the execution of this Note, Maker shall pay interim interest in the amount of \$3,780.54 accrued from March 9, 2010 to April 1, 2010.

All payments shall be applied first to interest then due and payable, and any balance shall be applied in reduction of principal. The principal and interest shall be payable in lawful money of the United States which shall be legal tender for public and private debts at the time of payment.

Maker may prepay the outstanding principal balance of this Note, or any part thereof, at any time and from time to time subject to payment of prepayment charges determined as follows:

All prepayments will be applied to installments coming due hereunder in their inverse order of maturity. "Prepayment", for purposes of determining whether a premium is due, shall include both voluntary and involuntary prepayments, including amounts paid upon acceleration of the indebtedness evidenced by this Note.

This Note is secured by that certain Deed to Secure Debt, Assignments of Rents and Security Agreements between Maker and Holder of even date herewith (the "Security Deed") pursuant to which Maker has conveyed a security interest in those certain real property located in Gwinnett County in Georgia, and improvements located or to be located thereon (the "Property"), as security for the indebtedness evidenced by this Note, together with certain other loan documents referred to in said Security Deed (the "Loan Documents").

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Should any installment of principal or interest or any other sums as required by this Note or said Security Deed not be paid in full when due, and should such failure continue for a period of five (5) calendar days from the due date thereof, or should there occur a "Default" or an "Event of Default" under and as defined in the Security Deed, or the other Loan Documents (any such event being hereinafter referred to as an "Event of Default" for purposes of this Note), then and in any such event the entire unpaid principal sum evidenced by this Note, together with all interest accrued thereon, shall, at the option of Holder and without notice of demand to Maker become due and may be collected forthwith, time being of the essence of this Note. It is further agreed that the failure of Holder to exercise this right of accelerating the maturity of the debt, or any other indulgence granted from time to time, shall in no event be considered as a waiver of such right of acceleration or estop Holder from exercising such right during the pendency of any such Event of Default hereunder or under the Security Deed or other Loan Documents or in the event of any subsequent Event of Default hereunder or thereunder.

If any payment is not made on or before the tenth (10th) Day after such payment became due, Maker will also pay to Holder a late charge equal to five percent (5%) of the payment which is in default, but not more than the maximum amount permitted by applicable law. Upon the occurrence of any of the Events of Default as provided in this Note, Security Deed or other Loan Documents, Maker agrees to pay interest to Holder at the "Default Rate" (being four percent (4%) in excess of the otherwise applicable rate of interest pursuant to this Note) on the outstanding principal indebtedness represented hereby, until such outstanding principal indebtedness, with interest, is paid in full. Maker will also pay to Holder, in addition to the amount due, all costs of collecting, securing, or attempting to collect or secure this Note, including without limitation, court costs and attorneys' fees, including fees on any appeal by either Maker or Holder and in any bankruptcy proceedings.

THIS NOTE AND THE DEED OF TRUST SECURING SAME IS GIVEN TO SECURE A LOAN FROM THE FISCAL AGENT OF THE CUMBERLAND PRESBYTERIAN DENOMINATION. ANY ATTEMPT BY THE CHURCH HEREIN NAMED (THE MAKER) TO SEVER ITS AFFILIATION OR TIES WITH THE CUMBERLAND PRESBYTERIAN DENOMINATION, WITHOUT THE EXPRESS WRITTEN CONSENT OF THE GENERAL ASSEMBLY OF THE CUMBERLAND PRESBYTERIAN CHURCH, SHALL BE GROUNDS FOR THE CUMBERLAND PRESBYTERIAN CHURCH, INVESTMENT LOAN PROGRAM INC., OR THE HOLDER OF THE NOTE, DECLARING A DEFAULT AND DECLARING THE FULL BALANCE OF BOTH PRINCIPAL AND INTEREST THEN DUE UNDER THIS NOTE DUE AND PAYABLE AT ONCE AND PROCEEDING TO ENFORCE COLLECTION UNDER THE TERMS AND CONDITIONS PRESCRIBED BY SAID DEED OF TRUST IN THE EVENT OF DEFAULT.

With respect to the amounts due pursuant to this Note, the Maker waives the following:

(1) All rights of exemption of property from levy or sale under execution or other process for the collection of debts under the Constitution or laws of the United States or any state thereof;



- (2) Demand, presentment, protest, notice of dishonor, notice of nonpayment, suit against any party, diligence in collection of this Note, and all other requirements necessary to enforce this Note; and
- (3) Any further receipt by or acknowledgement of any collateral now or hereafter deposited as security for the Loan.

In no event shall the amount of interest due or payable hereunder (including interest calculated at the Default Rate) exceed the maximum rate of interest designated by applicable law, and in the event such payment is inadvertently paid by Maker or inadvertently received by Holder, then such excess sum shall be credited as a payment of principal, unless Maker elects to have such excess sums refunded to Maker herewith. It is the express intent hereof that Maker not pay and Holder not receive, directly or indirectly, interest in excess of that which may be legally paid by Maker under applicable law.

Holder shall not by any act, delay, omission, or otherwise be deemed to have waived any of its rights or remedies, and no waiver of any kind shall be valid unless in writing and signed by Holder. All rights and remedies of Holder under the terms of this Note and applicable statutes or rules of law shall be cumulative, and may be exercised successively or concurrently. Maker agrees that there are no defenses, equities or setoffs with respect to the obligations set forth herein, and to the extent any such defenses, equities, or setoffs may exist, the same are hereby expressly released, forgiven, waived and forever discharged. The obligations of Maker hereunder shall be binding upon and enforceable against Maker and its successors and assigns.

Any provisions of this Note which may be unenforceable or invalid under any law shall be ineffective to the extent of such unenforceability or invalidity without affecting the enforceability or validity of any other provision hereof.

Holder may, at its option, release any collateral given to secure the indebtedness evidenced hereby or may release any guarantor of the indebtedness evidenced hereby, and no such release shall impair the obligations of Maker to Holder.

Maker (and the undersigned representative of Maker, if any) represents that Maker has full power, authority and legal right to execute and deliver this Note, the Security Instrument and the Other Security Documents and that this Note, the Security Instrument and the Other Security Documents constitute legal, valid and binding obligations of Maker, enforceable in accordance with their respective terms.

IN ANY SUIT UPON THIS NOTE THE VALIDITY, INTERPRETATION, ENFORCEMENT AND EFFECT OF THIS NOTE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF GEORGIA. THIS NOTE SHALL BE DELIVERED TO AND HELD BY HOLDER AT HOLDER'S PRINCIPAL PLACE OF BUSINESS IN STATE OF GEORGIA, AND THE HOLDING OF THIS NOTE BY HOLDER THEREAT SHALL CONSTITUTE SUFFICIENT MINIMUM CONTACTS OF MAKER WITH SUCH COUNTY AND STATE FOR THE PURPOSE OF CONFERRING JURISDICTION UPON THE FEDERAL AND STATE COURTS PRESIDING IN SUCH COUNTY AND STATE. MAKER CONSENTS THAT



ANY LEGAL ACTION OR PROCEEDING ARISING HEREUNDER MAY BE BROUGHT IN THE FEDERAL AND STATE COURTS PRESIDING IN SUCH COUNTY AND STATE AND ASSENTS AND SUBMITS TO THE PERSONAL JURISDICTION OF ANY SUCH COURT IN ANY ACTION OR PROCEEDING INVOLVING THIS NOTE. NOTHING HEREIN SHALL LIMIT THE JURISDICTION OF ANY OTHER COURT.

MAKER HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY ON ANY CLAIM, COUNTERCLAIM, SETOFF, DEMAND, ACTION OR CAUSE OF ACTION (A) ARISING OUT OF OR IN ANY WAY PERTAINING OR RELATING TO THIS NOTE OR ANY OF THE LOAN DOCUMENTS, OR (B) IN ANY WAY CONNECTED WITH OR PERTAINING OR RELATED TO OR INCIDENTAL TO ANY DEALINGS OF THE PARTIES HERETO WITH RESPECT TO THIS NOTE OR THE LOAN DOCUMENTS, OR IN CONNECTION WITH THE TRANSACTIONS RELATED THERETO OR CONTEMPLATED THEREBY OR THE EXERCISE OF EITHER PARTY'S RIGHTS AND REMEDIES THEREUNDER, IN ALL OF THE FOREGOING CASES WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. MAKER AGREES THAT HOLDER MAY FILE A COPY OF THIS WAIVER WITH ANY COURT AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY AND BARGAINED AGREEMENT OF MAKER IRREVOCABLY TO WAIVE ITS RIGHT TO TRIAL BY JURY AS AN INDUCEMENT OF HOLDER TO MAKE THE LOAN, AND THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY DISPUTE OR CONTROVERSY WHATSOEVER BETWEEN MAKER AND HOLDER SHALL INSTEAD BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A IN WITNESS WHEREOF, Maker has caused this instrument to be properly executed and delivered as of the day and year first above written.

MAKER:

JESUS MISSION CHURCH OF ATLANTA, INC. a Georgia non-profit corporation

BY: HEUNG SIK LEE

ITS: CEO

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BY: SUNKYUNG CHO ITS: CFO\SECRETARY

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SECURITY AGREEMENT

THIS SECURITY AGREEMENT (hereinafter referred to as this "Agreement"), made as of this 9th day of March, 2010, by JESUS MISSION CHURCH OF ATLANTA, INC., a Georgia non-profit corporation ("Borrower"), with a principal office address of -1 Buford Highway, Doraville, Georgia 30340, to CUMBERLAND PRESBYTERIAN CHURCH INVESTMENT LOAN PROGRAM, INC., a Tennessee corporation, together with its successors and assigns ("Lender"), with a principal office address of 8207 Traditional Place, Cordova, Tennessee 38016;

WHEREAS, the Lender has agreed to make a loan (hereinafter the "Loan") to Borrower in the amount of ONE MILLION TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,200,000.00); and

WHEREAS, the Loan is evidenced by a promissory note of even date herewith from the Borrower and payable to the order of the Lender in the face amount of ONE MILLION TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,200,000.00); (hereinafter the "Note" or "Credit Agreement"); and

WHEREAS, the Lender has required, as a condition precedent to extending such financial accommodations to Borrower, that Borrower execute and deliver to the Lender a security agreement in substantially the form hereof; and

WHEREAS, the Borrower wishes to grant a security interest in favor of the Lender as herein provided; and

NOW, THEREFORE, in consideration of the promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby 1. Definitions All confoliants

Definitions. All capitalized terms used herein without definitions shall have the respective meanings provided therefor in the Credit Agreement. The term "State," as used herein, means the State of Georgia. The term "Business Day," as used herein, means any day other than Saturday, Sunday or a day on which banks are not open for business in the State. All terms defined in the Uniform Commercial Code of the State and used herein shall have the same definitions herein as specified therein. However, if a term is defined in Article 9 of the Uniform Commercial Code of the State differently than in another Article of the Uniform Commercial Code of the State, the term has the meaning specified in Article 9. The term "Obligations," as used herein, means all of the indebtedness, obligations and liabilities of the Borrower to the Lender, individually or collectively, whether direct or indirect, joint or several, absolute or contingent, due or to become due, now existing or hereafter arising under or in respect of the Credit Agreement, any promissory notes or other instruments or agreements executed and delivered pursuant thereto or in connection therewith or this Agreement, , and the term "Event of Default," as used herein, means the failure of the Borrower to pay or perform any of the Obligations as and when due to be paid or performed as provided in the Credit Agreement or other relevant document.



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TOM LAWLER, CLERK

After recording, return to: The Jules Law Group, LLC 3985 Steve Reynolds Boulevard Building D Norcross, GA 30093 Attn: Si Hyeon Kim, Esq. C100204

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DEED TO SECURE DEBT, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT

THIS DEED TO SECURE DEBT, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT (hereinafter referred to as this "Deed"), made as of the 9th day of March, 2010, by JESUS MISSION CHURCH OF ATLANTA, INC., a Georgia non-profit corporation ("Grantor"), whose principal office address is at 5267-1 Buford Highway, Doraville, Georgia 30340, to CUMBERLAND PRESBYTERIAN CHURCH INVESTMENT LOAN PROGRAM, INC., a Tennessee corporation, together with its successors and assigns ("Grantee"), whose principal office address is at 8207 Traditional Place, Cordova, Tennessee 38016;

WITNESSETH:

WHEREAS, Grantor is justly indebted to Grantee in the sum of ONE MILLION TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,200,000.00) in lawful money of the United States, and has agreed to pay the same, or so much thereof as is from time to time advanced and outstanding, with interest thereon, according to the terms of a certain promissory note and other written instruments given by Grantor to Grantee bearing even date herewith (hereinafter referred to as the "Note") and maturing on before April 1, 2035; and

WHEREAS, as a condition of making the Loan to Grantor, Grantee has required Grantor to execute and deliver this Deed to secure debt, providing security in the amount of ONE MILLION TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,200,000.00); and

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indebtedness and other obligations of Borrower pursuant to the Loan Agreement, Promissory Note, Assignment of Leases and Rents, Personal Guaranty, and other Loan Documents, Grantor has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto Grantee and the successors, successors-in-title and assigns of Grantee, the following properties (the "Property"), to-wit:

ALL THAT TRACT OR PARCEL OF LAND lying and being commonly known as 3480 SUMMIT RIDGE PARKWAY, DULUTH, GEORGIA 30096 in Gwinnett County, Georgia, and being more particularly described in Exhibit A attached hereto and by this reference made a part hereof;

TOGETHER WITH all and singular, the improvements, fixtures, easements, hereditaments, rights, members and appurtenances thereunto belonging or in anywise appertaining, including, without limitation: the buildings and improvements now or hereafter erected thereon, and the fixtures, attachments, appliances, equipment, machinery, furnishings and other articles affixed or attached to said buildings and improvements or used or intended to be used with or in connection with the use, operation or enjoyment of the Property, including, without limitation, all building materials, electrical, plumbing, heating and air conditioning systems, all built-in appliances, cabinets and lighting fixtures, including all extensions, additions, improvements, betterments, after-acquired property, renewals, replacements and substitutions, or proceeds from a permitted sale of, any of the foregoing (all of the foregoing is hereinafter collectively referred to as the "Improvements and Personal Property"); and all 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 all leasehold estates, usufructuary interests, and rights of Grantor in the Property, and all rights of Grantor as lessor or landlord under any lease or sublease letting or demising all or any portion of the Property or the Improvements and Personal Property, including, without limitation, the interest of Grantor in all rents and security deposits paid or to be paid thereunder; and all rights of claim of Grantor with respect to the proceeds of insurance which Grantor now has or may hereafter acquire in the Property and the Improvements and Personal Property and any and all awards made for the taking by eminent domain, by any proceeding or purchase in lieu thereof, of the whole or any part of the Property and the Improvements and Personal Property; and if this is a construction mortgage all right ,title and interest of Grantor in and to all construction materials, equipment, supplies and contracts;

TO HAVE AND TO HOLD all the aforesaid real property, improvements, fixtures, property rights, contract rights, personal property, rents, claims, amounts and other said items (all of which are collectively referred to herein as the "Premises") to the use, benefit and behoof of the 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; and that the Premises are unencumbered; and the Grantor will forever warrant and defend the title to the Premises unto Grantee against the claims of all persons whomsoever.

This Deed is intended to constitute a security agreement for purposes of the Uniform Commercial Code of Georgia and to operate and is to be construed as a deed passing title to the

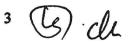
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Property to Grantee and is made under those provisions of the existing laws of the State of Georgia relating to deeds to secure debt, and not as a mortgage, and is given to secure (i) the payment of the indebtedness of Grantor to Grantee evidenced by the Note in accordance with the terms thereof, together with all modifications, amendments, renewals, replacements, extensions and consolidations of the Note; (ii) any and all additional advances made by Grantee to protect or preserve the Premises or the security interest created hereby on the Premises, or for taxes, assessments or insurance premiums as hereinafter provided or for performance of any of Grantor's obligations hereunder or for any other purpose provided herein (whether or not the original Grantor remains the owner of the Premises at the time of such advance); (iii) the performance of all obligations of Grantor under this Deed; (iv) the performance of all obligations of Grantor under any loan agreement, guaranty and other agreements, documents or instruments evidencing, securing or otherwise relating to the indebtedness evidenced or guaranteed by the Note (the Note, this Deed, and any and all other such loan agreements, guaranties, agreements, documents and instruments are hereinafter collectively referred to as the "Loan Documents"); and (v) any and all other indebtedness now owing or which may hereafter be owing by Grantor to Grantee, now existing or hereafter coming into existence, however and whenever incurred or evidenced, whether express or implied, direct or indirect, absolute or contingent, or due to become due, and all renewals, modifications, consolidations and extensions thereof and substitutions therefor, either in whole or in part. All of the foregoing secured hereby are collectively described herein as the "Secured Indebtedness".

AND GRANTOR FURTHER COVENANTS AND AGREES WITH GRANTEE as follows:

- 1. <u>Payment of Secured Indebtedness</u>. Grantor shall pay to Grantee the Secured Indebtedness with interest thereon as in the Note, the Loan Documents and this deed provided, as and when the same becomes due and payable.
- Payment of Other Items. 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 the Grantee in the Premises or the obligations secured hereby; (b) premiums on policies of hazard, liability, rent or business interruption insurance and other insurance covering the Premises, as required in Article 3 herein; (c) premiums on all collaterally pledged life insurance policies, if any; (d) premiums for mortgage 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 said items. Upon notification from Grantee, Grantor shall pay to Grantee, in addition to the payments of principal and interest payable under the terms of the Note, on the installment-paying dates of the Note, until the Note is fully paid or until notification from Grantee to the contrary, an amount equal to one-twelfth (1/12) of said taxes, assessments, insurance premiums, rents and other charges; provided, however, that the first such additional monthly payment shall be in an amount which shall be sufficient (as estimated by Grantee), when taken together with the other anticipated additional monthly payments, 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



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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. If Grantee is holding funds for the making of such payments as herein contemplated, 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, rents and other charges 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 part of the Secured Indebtedness and bear interest at the rate of interest stated in the Note from date of advancement. 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 successorowner 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. <u>Insurance</u>. (a) Grantor shall keep the Premises insured for the benefit of Grantee with coverage's and amounts acceptable to Grantee, and with Grantee named as an additional insured, 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 (so-called "All Risk Coverage") including flood, as Grantee may from time to time require, all in amounts and with deductibles approved by Grantee not exceeding 100% of full insurable value, and with Grantee named as loss payee. All insurance herein provided for shall be in form and with 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, and does hereby 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, and all policies of insurance which insure against loss of rents, with loss payable to Grantee, without contribution by Grantee, pursuant to the Georgia Standard or other mortgagee clause satisfactory to Grantee.
- (b) If Grantee, by reason of such insurance, receives any money for loss or damage, such amount shall, at the option of Grantee, be applied against the Secured Indebtedness or held by Grantee for disbursement for the repair and restoration of the Premises in the manner of a prudent construction lender. Grantee shall in no event be obligated to see to the proper application of any amount paid over to Grantor.
- (c) Not less than ten (10) days prior to the expiration date of each policy of insurance required of Grantor pursuant to this Article, and of each policy of insurance held as additional collateral to secure the Secured Indebtedness, Grantor shall deliver to Grantee a renewal policy or policies marked "premium paid" or accompanied by other evidence of payment



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satisfactory to Grantee, unless Grantee shall have imposed the escrow contemplated in Article 2 above with respect to the insurance premiums.

- (d) 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 project to grantee, with respect to all property conveyed by this deed, pursuant to the provisions of this Article.
- Maintenance and Repair. 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 hereof. 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. Grantee and any persons authorized by Grantee shall have the right to enter upon and inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose.
- Leases and Assignment of Rents. Grantor shall faithfully perform the covenants 5. of Grantor as lessor under any present and future leases, affecting all or any portion of the Premises, and neither do nor neglect to do, nor permit to be done, anything which may cause the termination of said leases, or any of them, or which may diminish or impair their value, or the rents provided for therein, or the interest of Grantor or Grantee therein or thereunder. Grantor without first obtaining the written consent of Grantee thereto, shall not (a) assign the rents, or any part thereof, from the Premises, (b) consent to the cancellation or surrender of any lease of the Premises, or any part thereof, now existing or hereafter to be made, (c) modify any such lease so as to shorten the unexpired term thereof, or so as to decrease the amount of the rent payable thereunder, or (d) collect rents from the Premises fro more than one month in advance. Grantor shall procure and deliver to Grantee at the time of executing this Deed, or at any time within thirty (30) days after notice and demand, estoppel letters or certificates from each lessee, tenant or occupant in possession of the Premises, as required by, and in form and substance satisfactory to, Grantee and deliver to Grantee a recorded assignment of all of the lessor's interest in said leases, in form and substance satisfactory to Grantee (in addition to the conveyance hereunder), and proof of due service of copy of said assignment on each lease, either personally or by prepaid registered mail, return receipt requested. Grantor hereby absolutely assigns and transfers to Grantee all the rents, issues and profits of the Premises, and hereby gives to and confers upon Grantee the right, power and authority to collect such rents, issues and profits. Grantor irrevocably appoints Grantee its true and lawful attorney-in-fact, at the option of Grantee at any

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time and from time to time, to demand, receive and enforce payment, to give receipts, releases and satisfactions, and to sue, in the name of Grantor or Grantee, for all such rents, issues and profits and apply the same to the Secured Indebtedness. Notwithstanding anything contained herein to the contrary, this assignment is intended and shall be construed to create, an absolute, present assignment from Grantor to Grantee. It is the further intent of Grantee and Grantor that the rents, issues and profits absolutely assigned are no longer, during the term of this Deed, property of Grantor or property of the estate of Grantor as defined in 11 U.S.C. 541 and shall not constitute collateral, cash or otherwise, of Grantor. Although this assignment constitutes a present and current assignment of all rents, issues and profits of the Premises, so long as Grantor is not in default hereunder, Grantee shall not demand that such rents, issues and profits be paid directly to Grantee, and Grantor shall have a revocable license to collect, but no more than one (1) month prior to accrual, all such rents, issues and profits from the Premises; provided that such revocable license shall ipso facto terminate without further action by Grantee and without notice to Grantor upon the occurrence of a Default.

- 6. Further Assurances. Grantor shall execute and deliver (and pay the costs of preparation and recording thereof) to Grantee, upon demand, any further instrument or instruments, including, but not limited to, security deeds, security agreements, financing statements, assignments and renewal and substitution notes, so as to reaffirm, to correct and to perfect the evidence of the obligation hereby secured and the legal security title of Grantee to all or any part of any property conveyed, later substituted for, or acquired subsequent to the date of, this deed, and extensions or modifications thereof. Grantor, upon request, made either personally or by mail, shall certify by a writing, duly acknowledged, to Grantee or to any proposed assignee of this deed, the amount of principal and interest then owing on the Secured Indebtedness and whether or not any offsets or defenses exist against the Secured Indebtedness, within six (6) days in case the request is made personally, or within ten (10) days after the mailing of such request in case the request is made by mail.
- Eminent Domain. Notwithstanding any taking of, injury to, or decrease in the 7. value of, any portion of the Premises by or as the result of eminent domain, the alteration of the grade of any street, or any other public or quasi-public action, Grantor 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, alteration, injury or decrease in value of the Premises shall be deemed to take effect only on the date of Grantee's actual receipt thereof. Any such award or payment may in excess of ten percent (10%) of the outstanding loan amount, at the option 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, whether or not a deficiency judgment on this deed shall have been sought or recovered or denied, together with legal interest thereon and



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the costs (including attorney's fees) incurred by Grantee in the obtaining and collection of such award or payment.

8. Financial Covenants.

- (a) Grantor's financial statements and operating statements. Grantor shall deliver to Grantee, within ninety (90) days after the end of each fiscal year of Grantor, (i) an operating statement for Grantor's business conducted on the Premises for the year just ended, and (ii) a current financial statement for Grantor for the fiscal year just ended. All such financial statements and operating statements shall be prepared in accordance with generally accepted accounting principles, addressed to Grantee and on a form approved by Grantee, and certified by a certified public accountant to be true and correct (except for minor errors or omissions that do not materially impact the truth and accuracy of the information presented).
- (b) <u>Guarantors' financial statements</u>. Grantor shall cause each guarantor of the Note to deliver to Grantee annual updated personal financial statements, addressed to Grantee and on a form approved by Grantee, and certified by the guarantor to be true and correct (except for minor errors or omissions that do not materially impact the truth and accuracy of the information presented).
- (c) <u>Tax returns</u>. Grantor shall: (i) deliver to Grantee each year, within thirty (30) days after their dates of filing, a complete and accurate set of copies of Grantor's federal and state income tax returns; and (ii) cause each guarantor of the Note to deliver to Grantee each year, within thirty (30) days after the date of filing, a complete and accurate set of copies of the guarantor's federal and state income tax returns.
- (d) Rent rolls; leases. Grantor shall deliver to Grantee, on January 1 and July 1 of each year, a current, rent roll for the Premises, in form approved by Grantee and certified by Grantor to be true and correct (except for minor errors or omissions that do not materially impact the truth and accuracy of the information presented). Grantor shall deliver to Grantee true and correct copies of leases entered into with respect to the Premises as and when the originals thereof are executed and delivered.
- (e) <u>Update requests; supporting documentation</u>. As requested by Grantee from time to time, Grantor will promptly provide, and will cause each of the guarantors of the Note to provide, interim updates of the operating statements, financial statements and other information contemplated in paragraphs 8(a), (b) and (c) above, and such supporting documentation as Grantee may from time to time request to verify the said operating statements and financial statements or updates thereof.
- 9. Events of Default. Each of the following events shall constitute an "Event of Default" under this deed:
 - (a) should Grantor fail to pay the Secured Indebtedness or any part thereof when due;



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- (b) should any warranty or representation of Grantor herein contained, or any warranty, representation, statement or information provided by Grantor or any guarantor, or contained in any instrument, transfer, certificate, statement, conveyance, assignment, loan application or loan agreement given with respect to the Premises, the Secured Indebtedness or the loan evidenced by the Note, prove untrue or misleading in any material respect;
- (c) should the Premises be subject to actual 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 hereof;
- (d) should any, judgment lien, 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 thirty (30) days after the recording thereof;
- (e) should any secondary financing be created, established or allowed to remain in place against or with respect to all or any part of the Premises or the Collateral (as that term is defined in Article 18 hereof)
- (f) should Grantor or any guarantor of the Note (Grantor and all such guarantors are together referred to in this Article 8 as the "Obligors" and separately as an "Obligor") make any assignment for the benefit of creditors; or should a receiver, liquidator or trustee be appointed for the Obligors or any of them, or for any property of any Obligor; or should any voluntary or involuntary petition for the bankruptcy, reorganization or arrangement of the Obligors or any of them be filed pursuant to the Federal Bankruptcy Code or any similar federal or state statute and, if an involuntary petition, not be dismissed within ninety (90) days; or should any Obligor be adjudicated as bankrupt or insolvent; or should any Obligor in any proceeding admit insolvency or an inability to pay debts as they fall due; or should any Obligor, if a corporation or limited liability company, be liquidated or dissolved or its articles of incorporation or organization expire or be revoked, or if a partnership or business association, be dissolved or partitioned, or if an individual, die, or if a trust, be terminated or expire;
- (g) should the Obligors fail to keep, observe, perform, carry out and execute in every particular the covenants, agreements, obligations and conditions set out in this deed; or should a breach, default, Event of Default or failure of condition or performance (however denominated), occur under the Note, that certain Loan Agreement of even date herewith (the "Loan Agreement") between Grantor as the borrower and Grantee as the lender, that certain Assignment of Lessor's Interest in Rents and Leases of even date herewith (the "Assignment of Rents") from Grantor to Grantee, or any other document or instrument securing or given with respect to the Secured Indebtedness or the loan evidenced by the Note (this deed, the Note, the Loan Agreement, the Assignment of Rents, and all such other documents and instruments are collectively referred to herein as the "Loan Documents");



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(h) should any event occur under any instrument, deed or agreement, given or made by any Obligor 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 such Obligor's ability to pay when due any amounts owed to Grantee;

(i) INTENTIONALLY DELETED

- (j) should there occur any sale, transfer, leasing, or subordinate financing or other encumbering of all or any portion of the Premises (apart from the leasing of commercial space in the Premises in the ordinary course of Grantor's business) without the prior written consent of Grantee, which consent may be withheld in the sole discretion of Grantee except the secondary financing that is approved; or
- (k) should there occur any change in the equitable ownership of the Premises, or in the management of the Premises, if in Grantee's judgment as a prudent lender such change materially and adversely affects the operation of the Premises or the ability of the Obligors or any of them to perform their obligations under the Loan Documents.
- Remedies. (a) If an Event of Default occurs and is subsisting, Grantee may do any one or more of the following:
- (i) enter upon and take possession of the Premises, with or 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 interest as lessor in any lease now or hereafter affecting the whole or any part of the Premises;
- pay any sums in any form or manner deemed expedient by Grantee (ii) to protect the security of this instrument or to correct any circumstance underlying any Event of Default (without thereby causing such Event of Default to be deemed cured for the purposes of this Article 9); 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 party in the hands of Grantee shall be conclusive evidence of the validity and amount of items so paid, in which event the amounts so paid, with interest thereon from the date of such payment at the default rate of interest specified in the Note shall be added to and become a part of the Secured Indebtedness and 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 discharged by Grantee under the provisions hereof, and any such subrogation rights shall be additional and cumulative security to this instrument;



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declare the entire Secured Indebtedness immediately due, payable (iii) and collectible, regardless of maturity and without notice to Grantor, and, in that event, the entire Secured Indebtedness shall become immediately due, payable and collectible; and thereupon, Grantee may 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 located, 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 consecutive weeks (without regard to the actual number of days) in a newspaper in which sheriff's advertisements are published in said county, all other notice being hereby waived by Grantor; and Grantee may thereupon execute and deliver to the purchaser at said sale a sufficient conveyance of the 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 as 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, dower, curtesy 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 default 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 fifteen percent (15%) of the principal and interest as attorney's fees, and shall pay over any surplus to Grantor (or in the event of a deficiency Grantor shall immediately on demand from Grantee, pay over to Grantee, or its nominee, an amount equal to such deficiency); and Grantor agrees that possession of the Premises during the existence of the Secured Indebtedness by Grantor, or any person claiming under Grantor, shall be that of a tenant of Grantee or its successors and assigns, and, in case of a foreclosure 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 otherwise, and are in addition to any and all other remedies which Grantee may have at law or in equity.

(b) Grantee, in any action to foreclose this deed, or upon 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 the Grantee, or the solvency of any person or corporation

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liable for the payment of such amounts; and Grantor hereby waives all requirements for the posting of a bond with respect thereto.

- (c) In case of any sale under this 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 multiple sales 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.
- 11. <u>Waiver of Homestead</u>. Grantor, if an individual, hereby waives and renounces all homestead exemption rights provided for by the Constitution and Laws of the United States, the State of Georgia, or any other State in which Grantor may from time to time reside, as against the collection of the Secured Indebtedness, or any part thereof.
- Due on Conveyance or Encumbrance. The sale, conveyance, transfer, lease or 12. encumbrance of all or any part of or interest in the Premises (apart from the leasing of commercial space in the Premises in the ordinary course of Grantor's business) shall also constitute an Event of Default. Grantee may, in its sole discretion, consent or decline to consent to any such sale, conveyance, transfer or encumbrance or any unauthorized lease. Should Grantee elect to approve a sale, conveyance, transfer or lease, it will be deemed to have waived its right to declare an Event of Default hereunder only if prior to such sale, conveyance, transfer or lease: (a) Grantee determines that the credit of the purchaser, transferee or lessee is satisfactory; (b) the purchaser, transferee or lessee agrees to pay interest on the amount owed to Grantee under the Note and under this deed at such rate as Grantee may then require; (c) the purchaser, transferee or lessee executes an assumption agreement acceptable to Grantee that obligates the purchaser, transferee or lessee to keep all the promises and agreements made in the Note and the other Loan Documents whether according to their original terms or as amended pursuant to the assumption agreement; and (d) the purchaser, transferee or lessee pays the transfer fee then required by Grantee. The foregoing provisions will apply to each and every sale, conveyance, transfer and lease, whether or not the Grantee has consented to any previous sale, conveyance, transfer or lease.
- 13. Grantee's Right to Sue. 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 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 Grantor, including an action of foreclosure, or any other action, for a default or defaults by Grantor existing at the time such earlier action was commenced.
- 14. No Obligation to Marshal Assets. In realizing upon the security and collateral for the Secured Indebtedness during the subsistence of an Event of Default, Grantee shall have no obligation whatsoever to marshal assets, or to realize upon all of such security and collateral; rather, Grantee shall have the right to realize upon all or any part of such collateral from time to

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- 14. No Obligation to Marshal Assets. In realizing upon the security and collateral for the Secured Indebtedness during the subsistence of an Event of Default, Grantee shall have no obligation whatsoever to marshal assets, or to realize upon all of such security and collateral; rather, Grantee shall have the right to realize upon all or any part of such collateral from time to time as Grantee deems appropriate. Without limiting the foregoing, Grantee shall have the right to sell the Premises together in a single foreclosure or sale under power or in parcels in separate foreclosures or sales under power occurring at different dates and times.
- 15. Rights Cumulative. The rights of Grantee, granted and arising under the clauses and covenants contained in this deed and the other Loan Documents, shall be separate, distinct and cumulative of other powers and rights herein granted and all other rights which Grantee may have at law or in equity, and none of them shall be in exclusion of the others; and 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 or any of the other Loan Documents 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.
- 16. Notice. (a) Notices and other communications hereunder shall be effective if given in writing by hand delivery to the recipient thereof, or by certified United States mail, postage and charges prepaid, addressed to the recipient at the addresses next set forth:

Grantor's Name and Address:

JESUS MISSION CHURCH OF ATLANTA, INC. 5267-1 Buford Highway
Doraville, Georgia 30340
Attention: Heung Sik Lee

With a copy to:

The Jules Law Group, LLC 3985 Steve Reynolds Boulevard, Building D Norcross, GA 30095 Attention: Si Hyeon Kim, Esq.

Grantee's Name and Address:

CUMBERLAND PRESBYTERIAN CHURCH INVESTMENT LOAN PROGRAM, INC 8207 Traditional Place Cordova, Tennessee 38016 Attention: Robert Heflin



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hereto of the new address in the manner set forth herein for giving notices. (No obligation to provide notice may be inferred from the inclusion of this Article in this deed.)

- 17. No Implied Waiver by Grantee. No indulgence or departure at any time by the Grantee from any of the provisions hereof, or of any obligation hereby secured, shall modify the same or relate to the future or waive future compliance therewith by the Grantor.
- 18. Security Agreement. This deed shall also constitute a security agreement within the meaning of the Uniform Commercial Code of the State of Georgia (the "Code") with respect to all the following, whether now existing or hereafter created, and whether now owned or hereafter acquired by Grantor: (i) all sums of Grantor on deposit with Grantee from time to time (the "Deposits"); (ii) all fixtures and personal property, including without limitation appliances, included in the definition of "Premises" set forth hereinabove, and all replacements, substitutions and additions thereto (the "Fixtures and Personalty"); (iii) all income from the leasing or renting of the Premises or any portion thereof (the "Rental Income"); (iv) all plans and specifications and mechanical drawings heretofore or hereafter prepared for Grantor with respect to the construction or installation of improvements on the Premises; Grantor's present and future contracts and agreements with the project engineer or others for the design, construction and installation of improvements on the Premises, and any and all separate contracts now or hereafter entered into by Grantor with respect to the construction and installation of the said improvements; and all plats of survey, topographical surveys, site evaluations, soils test reports, compaction studies and similar items now or hereafter prepared with respect to the Premises (collectively, the "Construction Documents"); (v) all materials acquired by Grantor or delivered to the Premises for use in the construction and installation of improvements on the Premises (the "Construction Materials"); (vi) any and all contracts for the sale of residential quadraplex facilities or other improvements constructed or to be constructed upon the Premises (collectively, the "Sales Contracts"); (vii) any and all names under which the Premises are from time to time marketed or operated and all names similar thereto (collectively, the "Names"); and (viii) all proceeds (including cash proceeds and proceeds of proceeds) of all of the foregoing (all such Deposits, Fixtures and Personalty, Rental Income, Construction Documents, Construction Materials, Sales Contracts, Names and proceeds are collectively referred to herein as the "Collateral"). Grantor hereby grants to Grantee a security interest in and to the Collateral and every component thereof, and does hereby transfer and assign to Grantee all of Grantor's right, title and interest in and to the Collateral and every component thereof, to secure the payment of the Secured Indebtedness as and when the same becomes due and payable. With respect to the Fixtures and Personalty, while an Event of Default is subsisting, Grantee shall also have the right (A) to proceed against the Fixtures and Personalty or any portion thereof in accordance with Grantee's rights and remedies with respect to the real property, in which event the provisions of the Code shall not govern the default and Grantee's remedies, or (B) to proceed against the Fixtures and Personalty or any portion thereof in accordance with the Code and separately from the real property. When proceeding against any of the Collateral under the provisions of the Code, ten (10) days' notice of Grantee's determination to proceed against such Collateral shall be deemed reasonable notice. The reasonable expenses of retaking, holding, preparing for sale and selling the Collateral shall be deemed to include (without limitation) fifteen percent (15%) of the principal and interest as attorneys' fees. Grantor agrees not to remove any of the Fixtures and Personalty from the Premises without the prior written consent of Grantee; provided, however,

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that Grantor may sell or otherwise dispose of obsolete, inadequate, useless or unserviceable items of the Fixtures and Personalty in the ordinary course of its management and operation of the Premises without Grantee's consent. At the request of Grantee from time to time, Grantor will provide Grantee with an inventory or schedule of all of the Collateral.

19. Miscellaneous Provisions.

- (a) <u>Severability</u>. If any provision of this deed should be held by a court of competent jurisdiction to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect the validity, legality and enforceability of the remaining provisions of this deed.
- (b) <u>Time of the Essence</u>. Time is of the essence of this deed and each of the
- (c) <u>Usage</u>. 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 any and all modifications, amendments, renewals, replacements and consolidations thereof, and the grammatical construction of sentences shall be deemed conformed 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, obligation and undertaking of Grantor shall be and mean the several as well as joint undertaking of each of them.
- (d) Governing Law. This deed shall be governed by and construed in accordance with the laws of the State of Georgia.
- (e) <u>Captions for Convenience</u>. The captions and headings in this deed have been provided for convenience only and shall not limit the scope or extent of any provision hereof.
- 20. WAIVER OF GRANTOR/BORROWER'S RIGHTS. BY EXECUTING THIS INSTRUMENT, GRANTOR EXPRESSLY: (1) 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 NON-JUDICIAL FORECLOSURE UPON DEFAULT BY GRANTOR WITHOUT ANY JUDICIAL HEARING AND WITHOUT ANY NOTICE OTHER THAN SUCH NOTICE (IF ANY) AS IS SPECIFICALLY REQUIRED TO BE GIVEN UNDER THE PROVISIONS OF THIS DEED TO SECURE DEBT OR OTHER LOAN DOCUMENTS; (2) WAIVES ANY AND ALL RIGHTS WHICH GRANTOR MAY HAVE UNDER THE FIFTH AND FOURTEENTH AMENDMENTS TO THE CONSTITUTION OF THE UNITED STATES, OR UNDER THE VARIOUS PROVISIONS OF THE CONSTITUTIONS 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 (IF ANY) AS IS SPECIFICALLY



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BK 4 9 9 8 8 PG 0 2 3 1

REQUIRED TO BE PROVIDED IN THIS DEED TO SECURE DEBT OR OTHER LOAN DOCUMENTS; (3) 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 THIS DEED TO SECURE DEBT; (4) ACKNOWLEDGES THAT ALL WAIVERS OF THE **AFORESAID** RIGHTS OF GRANTOR HAVE BEEN MADE INTENTIONALLY AND WILLINGLY BY GRANTOR; AND (5) AGREES THAT KNOWINGLY, GRANTOR'S RIGHT TO NOTICE (IF ANY) SHALL BE LIMITED TO THOSE RIGHTS TO NOTICE PROVIDED BY THIS DEED TO SECURE DEBT AND OTHER LOAN

Approved by Grantor (Initials)

INDEMNITY. Grantor shall protect, indemnify and save harmless Grantee from all liabilities, obligations, claims, damages, penalties, causes of action, costs and cluding attorneys' fees and expenses) imposed upon an investigation.

and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including attorneys' fees and expenses) imposed upon or incurred by Grantee by reason of (a) any claim for brokerage fees or other such commissions relating to the Premises or the Secured Indebtedness, or (b) the condition of the Premises, or (c) any default by Grantor under this Deed, the Note, or any other Loan Documents, or (d) failure to pay recording, mortgage, intangibles or similar taxes, fees or charges relating to the indebtedness evidenced by the Note or any one or more of the Loan Documents, or (e) the Loan Documents or any claim or demand whatsoever which may be asserted by reason of any alleged action, obligation or undertaking to be performed or discharged by Grantee pursuant to this Deed or any other document evidencing, securing, or in any way relating to the Secured Indebtedness or pursuant to any matter contemplated in the Loan Documents. In the event Grantee incurs any liability, loss or damage by reason of the foregoing, or in the defense of any claim or demand arising out of or in connection with the foregoing, the amounts of such liability, loss or damage shall be added to the Secured Indebtedness, shall bear interest at the interest rate specified in the Note from the date incurred until paid and shall be payable on demand.

[SIGNATURES ON FOLLOWING PAGE]

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8K49988PG0232

IN WITNESS WHEREOF, Grantor has executed this Deed to Secure Debt, Assignment of Rents and Security Agreement under seal as of the day and year first above written.

Men

Laurie A Trimble

Sworn to and Subscribed before me this 9th day of March, 2010.

My Commission Expires: EXPIRES GEORG

a Georgia non-profit corporation

GRANTOR:

BY: HEUNG SIK LEE

JESUS MISSION CHURCH OF ATLANTA, INC.

ITS: CEO

BY: SUNKYUNG CHO ITS: CFO\SECRETARY GSCCCA.org - Image Index 49988 00233

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8K49988PG0233

EXHIBIT "A"

LEGAL DESCRIPTION

3480 SUMMIT RIDGE PARKWAY, DULUTH, GEORGIA 30096

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 290 OF THE 6TH DISTRICT, CITY OF DULUTH, GWINNETT COUNTY, GEORGIA BEING LOT 12, BLOCK A, SWEETWATER PARK, UNIT 1 AS PER PLAT RECORDED IN PLAT BOOK 69, PAGE 148, AS REVISED IN PLAT BOOK 95, PAGE 79, AFORESAID RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE TRUE POINT OF BEGINNING, BEGIN AT THE POINT OF INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF SUMMIT RIDGE PARKWAY (HAVING AN 80-FOOT RIGHT-OF-WAY) WITH THE EASTERLY RIGHT-OF-WAY LINE OF PEACHTREE INDUSTRIAL BOULEVARD (HAVING A 150-FOOT RIGHT-OF-WAY) IF THE RIGHT-OF-WAY LINES WERE EXTENDED TO FORM A POINT INSTEAD IF A MITERED CORNER; RUNNING THENCE SOUTH 77 DEGREES 43 MINUTES 04" EAST A DISTANCE OF 40.00 FEET TO A POINT LOCATED AT THE NORTHEASTERLY CORNER OF THE MITERED INTERSECTION OF THE RIGHT-OF-WAY LINES OF SUMMIT RIDGE PARKWAY AND PEACHTREE INDUSTRIAL BOULEVARD; RUNNING THENCE SOUTH 77 DEGREES 43 . MINUTES 04" EAST ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SUMMIT RIDGE PARKWAY A DISTANCE OF 60.00 FEET TO A POINT; CONTINUING THENCE SOUTHEASTERLY ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SUMMIT RIDGE PARKWAY AND FOLLOWING THE ARC OF A CURVE TO THE LEFT (SAID ARC HAVING A RADIUS OF 613.15 FEET, AND BEING SUBTENDED BY A CHORD LINE HAVING A BEARING OF SOUTH 86 DEGREES 27 MINUTES 34" EAST AND A CHORD LENGTH OF 196.94 FEET) AN ARC DISTANCE OF 197.80 FEET TO AN IRON PIN SET AT THE TRUE POINT OF BEGINNING; RUNNING THENCE NORTHEASTERLY ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SUMMIT RIDGE PARKWAY AND FOLLOWING THE ARC OF A CURVE TO THE LEFT (SAID ARC HAVING A RADIUS OF 613.15 FEET, AND BEING SUBTENDED BY A CHORD LINE HAVING A BEARING OF NORTH 74 DEGREES 18 MINUTES 54" EAST AND A CHORD LENGTH OF 202.05 FEET) AN ARC DISTANCE OF 202.98 FEET TO A ONE-HALF INCH REBAR SET; RUNNING THENCE SOUTH 25 DEGREES 10 MINUTES 07" EAST AND LEAVING THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SUMMIT RIDGE PARKWAY A DISTANCE OF 60.00 FEET TO A ONE-HALF INCH REBAR SET; RUNNING THENCE SOUTH 02 DEGREES 19 MINUTES 59" WEST A DISTANCE OF 318.67 FEET TO A ONE-HALF INCH REBAR SET; RUNNING THENCE SOUTH 12 DEGREES 16 MINUTES 56" WEST A DISTANCE OF 90.00 FEET TO A ONE-HALF INCH REBAR SET; RUNNING THENCE NORTH 77 DEGREES 43 MINUTES 04" WEST A DISTANCE OF 270.00 FEET TO A ONE-HALF INCH REBAR FOUND; RUNNING THENCE NORTH 12 DEGREES 16 MINUTES 56" EAST A DISTANCE OF 356.75 FEET TO A ONE-HALF INCH REBAR SET ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SUMMIT RIDGE PARKWAY AT THE TRUE POINT OF BEGINNING, BEING A TRACT OF LAND CONTAINING 2.300 ACRES ACCORDING TO A PLAT OF SURVEY FOR WILLIAMS WAY, INC., FIRST NATIONAL BANK OF CHEROKEE AND LAWYERS TITLE INSURANCE CORPORATION, PREPARED BY HAYES, JAMES & ASSOCIATES, CERTIFIED BY BILLY RAY CHEEK, GEORGIA REGISTERED LAND SURVEYOR NO. 1615, DATED JANUARY 30, 1996, LAST REVISED APRIL 25, 1996.

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FOR INFORMATION PURPOSES ONLY: MAP/PARCEL ID NUMBER: R6290-194

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Approved by Grantor (Initials)

INDEMNITY. Grantor shall protect, indemnify and save harmless Grantee from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including attorneys' fees and expenses) imposed upon or incurred by Grantee by reason of (a) any claim for brokerage fees or other such commissions relating to the Premises or the Secured Indebtedness, or (b) the condition of the Premises, or (c) any default by Grantor under this Deed, the Note, or any other Loan Documents, or (d) failure to pay recording, mortgage, intangibles or similar taxes, fees or charges relating to the indebtedness evidenced by the Note or any one or more of the Loan Documents, or (e) the Loan Documents or any claim or demand whatsoever which may be asserted by reason of any alleged action, obligation or undertaking to be performed or discharged by Grantee pursuant to this Deed or any other document evidencing, securing, or in any way relating to the Secured Indebtedness or pursuant to any matter contemplated in the Loan Documents. In the event Grantee incurs any liability, loss or damage by reason of the foregoing, or in the defense of any claim or demand arising out of or in connection with the foregoing, the amounts of such liability, loss or damage shall be added to the Secured Indebtedness, shall bear interest at the interest rate specified in the Note from the date incurred until paid and shall be payable on demand.

[SIGNATURES ON FOLLOWING PAGE]

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BK49988PG0232

IN WITNESS WHEREOF, Grantor has executed this Deed to Secure Debt, Assignment of Rents and Security Agreement under seal as of the day and year first above

Sworn to and Subscribed before me this 9th day of March, 2010.

My Commission

GRANTOR:

JESUS MISSION CHURCH OF ATLANTA, INC. a Georgia non-profit corporation

BY: HEUNG SIK LEE

ITS: CEO

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8K49988PG0233

EXHIBIT "A"

LEGAL DESCRIPTION

3480 SUMMIT RIDGE PARKWAY, DULUTH, GEORGIA 30096

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FOR INFORMATION PURPOSES ONLY: MAP/PARCEL ID NUMBER: R6290-194

	N CHURCH OF ATLANTA, INC	j	
CHAPTER 11 (CASE NO. 16-67623-CRM		
6 MONTH BU	DGET		
EXPENSES		MONTHLY	SIX MONTHS
		PROJECTION	PROJECTION
PAYEE		AMOUNT	AMOUNT
Lawn Care		\$ 120.00	\$ 720.00
Water		\$ 130.00	\$ 780.00
Georgia Powe	r Average	\$ 800.00	\$ 4,800.00
Waste [Remo	val]	\$ 66.57	\$ 399.42
Telephone, In		\$ 132.98	\$ 797.88
Gas Infinite Er	nergy	\$ 135.00	\$ 810.00
Pastor Gas an	d Travel	\$ 1,000.00	\$ 6,000.00
Repairs		\$ 100.00	\$ 600.00
Lawn Care		\$ 120.00	\$ 720.00
Fire Alarm		\$ 25.00	\$ 150.00
Bulding L. Inst	urance	\$ 316.25	\$ 1,897.50
Duluth City So	hool Tax	\$ 75.00	\$ 450.00
US Trustee Fe	es	\$ 210.00	\$ 1,250.00
Professional f	ees	\$ 1,000.00	\$ 6,000.00
Adequate Protection		\$4,684.40	\$ 28,106.40
		\$ 8,915.20	\$ 53,481.20
INCOME			
IIICOIVIL			
Rent	Church House of Pr	ayer \$ 800.00	\$ 4,800.00
Rent	Church of Christ	\$ 3,000.00	\$ 18,000.00
Rent	Ga. Torchlight Chur		\$ 6,000.00
Rent	Divinity Church	\$ 3,500.00	\$ 21,000.00
Tithing	Glory Church of J.C.		\$ 12,000.00
Sharing	Expenses	\$ 1,100.00	\$ 6,600.00
Other	Event Offering Aver		\$ 3,600.00
		\$ 12,000.00	\$ 72,000.00



UNITED STATES BANKRUPTCY COURT NORTHERN DISTRICT OF GEORGIA ATLANTA DIVISION

IN RE JESUS MISSION CHURCH OF ATLANTA, INC. d/b/a GLORY CHURCH OF JESUS CHRIST Debtor

CHAPTER 11 CASE NO. 16-67623-crm

JESUS MISSION CHURCH OF ATLANTA, INC.,

Movant

v. **CUMBERLAND PRESBYTERIAN** CHURCH INVESTMENT LOAN PROGRAM, INC., Respondent

CONTESTED MATTER

JUDGE MULLINS

ORDER AUTHORIZING USE **CASH COLLATERAL**



THIS MATTER came before the Court for hearing on Novemer _____, 2016 after notice to all creditors and parties requesting notice, on *Debtor's Motion for Authority to Use Cash Collateral* [Doc. No. ____] ("the *Motion*"). Edward Danowitz appeared on behalf of Debtor, and Vivieon Kelley appeared on behalf of the United States Trustee.

This Court finds that the Cumberland Presbyterian Church Investment Loan Progarm, Inc. asserts a perfected lien in cash collateral and is therefore entitled to adequate protection payments.

The Court, having found cause for granting the relief requested, finds the following:

- 1. Debtor, Jesus Mission Church of Atlanta, Inc. d/b/a Glory Church of Jesus Christ, is Debtor and Debtor-in-possession in this Chapter 11 Case (the "Bankruptcy Case"), having filed a voluntary petition under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") on October 3, 2016 (the "petition date") in the United States Bankruptcy Court for the Northern District of Georgia (the "Bankruptcy Court"). No trustee has been appointed and Debtor is operating its business as Debtor-in-possession.
- 2. Debtor's business consists of Christian ministry, religious education and related services, together with leasing of its principal place of business to like religious organizations.

- 3. Debtor granted Cumberland Presbyterian Church Investment Loan Program,
 Inc. ("Respondent") a security interest in Debtor's principal place of business;
 that being 3480 Summit Ridge Parkway, Duluth, Georgia 30096.
- In addition to the security interest in the principal place of business of Debtor,
 Debtor also granted Respondent a security interest in, among other things,
 contractual rights and rents.

After deliberation and consideration and for good and sufficient cause shown it is hereby:

ORDERED that that Debtor shall be authorized to use Cash Collateral on the following terms and conditions:

- A) Debtor may use Cash Collateral to make payments of ordinary and necessary expenses incurred for the operation of the business in the amounts set forth in the budget found in **Exhibit C** to the *Motion*.
- B) Debtor may use Cash Collateral to pay the ordinary cost of administration of the Bankruptcy Case including, but not limited to, the fees of the United States Trustee and approved fees of Debtor's counsel;
- C) As adequate protection, Debtor shall make payments the Respondent for each month during the pendency of this Chapter 11 Case, commencing upon the entry of this Order, and continuing on the 5th day of each subsequent month, in the amount of \$4,684.40. Adequate protection

payments shall be made payable to the "Cumberland Presbyterian Church Investment Loan Program, Inc." and shall be delivered to

Cumberland Presbyterian Church Investment Loan Program 8207 Traditional Place Cordova, TN 38016

- D) Respondent shall retain its security interest in Cash Collateral earned by Debtor to the same extent, validity, and priority as existed on the Petition Date.
- E) The occurrence or existence of any one ore more of the following events or conditions shall constitute an "Event of Default":
 - (i) the conversion or dismissal of Debtor's bankruptcy case;
- (ii) Debtor's failure to maintain insurance insuring the collateral;
- (iii) Debtor's failure to make any payments to Respondent as ordered pursuant to this Final Order;
 - (iv) Debtor's material non-compliance with its proposed Budget or this Order.
- F) Remedies Upon Event of Default. Upon the occurrence of an Event of Default, counsel for the Respondent may file an affidavit of default specifying the Event of Default using this Court's CM/ECF filing system. If Debtor disputes that an Event of Default has occurred, Debtor may file a contravening affidavit within 5 calendar days of the date of the filing of the

affidavit of default. If no contravening affidavit is timely filed, Debtor shall immediately cease any further use of Cash Collateral and the Court may enter an order prohibiting further use of Cash Collateral. If Debtor files a contravening affidavit within the 5 days, the Court shall set an expedited hearing.

ORDERED that the foregoing terms and conditions for use of Cash Collateral to permit Debtor to use Cash Collateral to prevent irreparable harm to the estate in accordance with the provisions of the Order.

[END OF DOCUMENT]

SIGNATURES AND DISTRIBUTION LIST TO FOLLOW

Prepared and submitted by Counsel for Debtor

/s/ Edward F. Danowitz
Edward F. Danowitz
Ga. Bar No. 429936
Danowitz & Associates, P.C.
300 Galleria Parkway, Suite 960
Atlanta, Georgia 30339
770-933-0960
Edanowitz@danowitzlegal.com

Distribution list

Vivieon Kelley, Esq.
Office of the United States Trustee
362 Richard Russell Building
75 Ted Turner Dr. SW
Atlanta, GA 30303

Jesus Mission Church of Atlanta, Inc. c/o Rev. Heung Lee 3480 Summit Ridge Parkway Duluth, GA 30096

Edward F. Danowitz
Danowitz & Associates, P.C.
300 Galleria Parkway, Suite 960
Atlanta, Georgia 30339

Cumberland Presbyterian Church Investment Loan Program, Inc. 8207 Traditional Place
Cordova, TN 38016

Harry B. White, Esq. White & Choate, LLC 100 West Cherokee Ave. Cartersville, GA 30120

Valerie Richmond, Esq.
Stites & Harbison
2800 Suntrust Plaza 303 Peachtree St NE
Atlanta, GA 30308