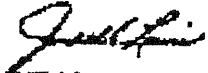


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10/02/2007 12:53 PM
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JUDITH A LEWIS
CLERK OF SUPERIOR COURT
HENRY COUNTY


REAL ESTATE TRANSFER TAX
PAID: \$0.00

[ABOVE SPACE RESERVED FOR RECORDING OFFICE USE]

PLEASE RETURN TO:
Marc D. Glenn, Esq.
Taylor, Busch, Slipakoff & Duma, LLP
Suite 200
1600 Parkwood Circle
Atlanta, Georgia 30339

STATE OF GEORGIA

COUNTY OF HENRY

PT-61 075-200 7-10529

DEED UNDER POWER OF SALE

THIS INDENTURE is made as of this 2d day of October, 2007, by TRADEWINDS COMMUNITIES, INC., a Georgia corporation ("Grantor"), acting through its duly appointed agent and attorney-in-fact, ALPHA BANK & TRUST ("Lender") and ALPHA BANK & TRUST ("Grantee") with an address of 3625 Brookside Parkway, Building One, Suite 550, Alpharetta, Georgia 30022;

WITNESSETH:

WHEREAS, Grantor executed and delivered to Lender a certain Construction Deed to Secure Debt and Security Agreement dated July 28, 2006, and recorded in Deed Book 9450, Page 98, Henry County, Georgia records, (the Construction Deed to Secure Debt, as may have been assigned or modified from time to time, collectively called the "Security Deed"), conveying the hereinafter described property, to secure the payment of a Promissory Note of even date therewith, in the original principal amount of Three Million Nine Hundred Ninety-Seven Thousand Nine Hundred Fifty and No/100 DOLLARS (\$3,997,950.00), together with any and all other indebtedness owing by Grantor to Lender; and

WHEREAS, default in the payment of the Note occurred, and whereas by reason of said default, Lender elected pursuant to the terms of the Security Deed and Note to declare the entire outstanding indebtedness secured by the Security Deed immediately due and payable; and

WHEREAS, the entire outstanding indebtedness still being in default, Lender on behalf of Grantor, and according to the terms of the Security Deed, did advertise the hereinafter described property for sale once a week for four weeks in a newspaper in Henry County, Georgia, wherein the Sheriff carried his advertisement, namely, the Daily Herald, said dates of publication being September 7, 14, 21 and 28, 2007; and

WHEREAS, no notice of the initiation of proceedings to exercise a power of sale was required to be given pursuant to Official Code of Georgia Section 44-14-162.2 since the Property (as hereinafter defined) was not used as a dwelling place by Grantor at the time the Security Deed was entered into; and

WHEREAS, Lender did expose the hereinafter described property for sale to the highest and best bidder for cash on the first Tuesday in October, 2007, within the legal hours of sale at the usual place for conducting Sheriff's sales in Henry County, Georgia, before the Courthouse door at 11:23 am o'clock, in said County and offered said property for sale at public outcry to the highest bidder for cash, when and where Grantee bid TWO MILLION FOUR HUNDRED SEVENTY-NINE SIX HUNDRED TWENTY AND NO DOLLARS (\$2,479,620) (allocated \$ 2,478,620.00 for real property and \$ 1,000.00 for personal property); and

WHEREAS, the aforementioned bid by Grantee was the highest and best bid; the hereinafter described property was knocked off to Grantee for said sum bid by Grantee;

NOW THEREFORE, in consideration of the premises and said sum of money and by virtue of and in the exercise of the power of sale contained in the Security Deed, Grantor has bargained, sold, granted, and conveyed and by these presents does hereby bargain, sell, grant, and convey to Grantee, its heirs, representatives, successors, and assigns, the following described property, to-wit:

(a) All that tract or parcel of land (the "Land") lying and being in Henry County, Georgia and being more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof; and

(b) All buildings, structures and improvements of every nature whatsoever situated on the Land, and all fixtures, and building, construction and landscaping supplies and materials of any kind whatsoever, and equipment, machinery and appliances of every kind and nature whatsoever located in or on the Land or to be used on or in connection with the Land, including, but not limited to, all gas, electric, solar, oil burning and wood burning apparatuses, ranges and other cooking apparatuses, dishwashers, trash compactors, disposals, refrigerators, freezers, bathroom fixtures and equipment, plumbing and heating fixtures, carpeting and other floor coverings, curtains and draperies and related equipment, washers, dryers, water heaters, elevators

and motors, chandeliers and all other ceiling, wall and exterior lighting devices, mirrors, mantels, air conditioning apparatus (including humidity control equipment), attic and ceiling fans, windows screens and screen doors, awnings and storm windows and doors, alarm devices of all types, garage door openers, sprinkler systems, central vacuum systems, cabinets and shelving, paneling and wall coverings, all of which are hereby declared and shall be deemed fixtures and accessions to the freehold and a part of the Land as between the parties hereto and all persons claiming by, through or under them, and which shall be deemed a portion of the security for the indebtedness described in the Security Deed.

Together with all easements, rights-of-way, strips and gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, rights, titles, interests, minerals, royalties, easements, privileges, liberties, tenements, hereditaments and appurtenances whatsoever, in any way belonging, relating or appertaining to the Property (as hereinafter defined) or any part thereof owned by Grantor and the reversion and reversions, remainder and remainders, the rents, issues, profits and revenues of the Property (including without limitation all payments under leases or tenancies, proceeds of insurance, condemnation payments, tenant security deposits and escrow funds) and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of Grantor of, in, and to the same.

The Land and all of the foregoing are referred to herein as the "Property."

TO HAVE AND TO HOLD the Property and every part thereof unto said Grantee, its successors and assigns, to its own proper use, benefit and behoof in FEE SIMPLE, in as full and ample a manner as Grantor, or his heirs and assigns, did hold and enjoy the same, subject, however, to unpaid real estate ad valorem taxes and governmental assessments and to all prior restrictions, rights-of-way and easements of record, if any, appearing prior to the date of the Security Deed and those appearing after the date of the Security Deed and consented to by Grantee.

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IN WITNESS WHEREOF, Lender as agent and attorney-in-fact for Grantor has hereunto affixed its hand and seal, the day and year first above written.

Signed, sealed and delivered
in the presence of:

ALPHA BANK & TRUST

[Handwritten Signature]

Unofficial Witness

By:

[Handwritten Signature]

Name: JONATHAN D. DAVIS

Title: VICE PRESIDENT

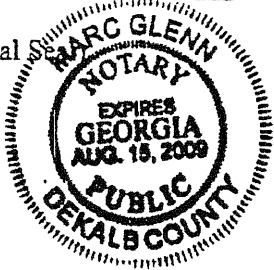
[Handwritten Signature]

Notary Public

My Commission Expires:

[BANK SEAL]

(Notarial Seal)



AS AGENT AND ATTORNEY-IN-FACT FOR
TRADEWINDS COMMUNITIES, INC., a
Georgia corporation

SEAL AFFIXED

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EXHIBIT "A"

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 108 OF THE 6TH DISTRICT OF HENRY COUNTY, GEORGIA, BEING KNOWN AS LOTS 2, 3, 4, 5, 6, 7, 8, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39 and 40 OF HOLLY RIDGE SUBDIVISION, AS PER PLAT OF SAME OF RECORD AT PLAT BOOK 45, PAGES 135-137, HENRY COUNTY, GEORGIA RECORDS. SAID PLAT IS SPECIFICALLY INCORPORATED HEREIN BY REFERENCE AND MADE A PART HEREOF FOR A MORE COMPLETE AND ACCURATE LEGAL DESCRIPTION.