



CO-SIGNOR/GUARANTY OF PAYMENT

For value received, the receipt and sufficiency of which is hereby acknowledged, the undersigned Guarantor(s) (who, if two or more, shall be jointly and severally liable) unconditionally guarantee and agree to pay any and all amounts due under any Lease agreement(s), including any and all extensions, renewals, modifications, or assignments thereof and including any new or subsequent leases thereafter of that certain Lease Contract dated _____, _____ between Calibre Brooke _____ Apartments ("Lessor") and _____ as Lessee or Lessees (hereinafter "Lessee(s)"). Guarantor(s) agree that the execution of this Guaranty is made as an inducement for Lessor to enter into said lease with Lessee(s).

This guaranty of payment shall be deemed a continuing guaranty and shall not be revoked or discharged by any extension, renewal, modification or assignment of the terms of the original lease nor shall it be revoked or discharged by execution of any subsequent or new lease between Lessor and Lessee(s) nor the execution of a Roommate Release/Change Form that provides for the substitution or addition of an old or new roommate. This guaranty of payment shall extend to any and all sums due, including, but not limited to, rent, late charges, damages exceeding normal wear and tear, reasonable attorney's fees, and all other sums which may come due, all of which the undersigned Guarantor(s) shall be liable. The undersigned Guarantor(s) waive any requirement of any demands for payment or notices of non-payment or notices of breach or notices of extensions, renewals, modifications, assignments, subsequent or new leases.

Lessor may grant releases, compromises or indulgences with respect to said Lessee(s) or any one of said Lessee(s), including, but not limited to, failure or refusal to exercise one or more rights or remedies provided in the Lease Contract(s), including any and all extensions, renewals, modifications, or assignments thereof of any subsequent or new leases thereafter, as well as any rights or remedies provided at law or in equity, all without notice to or consent of the undersigned Guarantor(s) and all without affecting the liability of the undersigned Guarantors. The undersigned Guarantor(s) agree that they may be sued by Lessor or its assigns, transferees and successors in interest without joining Lessee(s) and without first or contemporaneously suing Lessee(s) or otherwise proceeding to collect from Lessee(s).

This guaranty shall be governed by the laws of the State of Georgia, and the undersigned Guarantor(s) consent and agree that suit may be filed against them in the State of Georgia and that this guaranty of payment is a contract made in, enforceable in, and to be performed in the State of Georgia and that there exist such minimum contacts as are required or sufficient to establish jurisdiction in said State. In the event that Lessor files a lawsuit or takes other steps to collect any sums due, Guarantor(s) shall be liable for and agree to pay any reasonable attorney's fees and all expenses of litigation.

Guarantor expressly waives and agrees not to assert or take advantage of any defense that may arise by reason of Lessor's failure to enforce a claim against Guarantor in bankruptcy or any other proceeding; any duty on the part of Lessor to disclose to Guarantor any facts it may know or hereafter acquire regarding the Lessee(s); and/or failure of Lessor to make a demand for payment, presentment, notice of protest or dishonor, notice of acceptance of this Guaranty, or any other notices or demands to which Guarantor might otherwise be entitled by law. Guarantor hereby expressly waives the provisions of OCGA§10-7-24.

This _____ day of _____, _____.

Lessor (check one): ___ requires ___ does not require Notary

Signatures of All Guarantors

Guarantor
[Signature Line]
Notary Seal

Sworn to and subscribed before me this _____ day of _____, _____.
Notary Public
My commission expires: _____

Guarantor
[Signature Line]
Notary Seal

Sworn to and subscribed before me this _____ day of _____, _____.
Notary Public
My commission expires: _____

