

SATISFACTION: The debt secured by the within Deed of Trust together with the note(s) secured thereby has been satisfied in full.

This the _____ day of _____, 19____
Signed: _____

AK1683 P2568

46

PRESENTED FOR
REGISTRATION
AND RECORDED

JAN 3 12 29 PM '90

L.E. FEAS
REGISTER OF DEEDS
FORSYTH COUNTY, NC

\$18.00 pd
KCL

Recording: Time, Book and Page

Tax Lot No. _____ Parcel Identifier No. _____
Verified by _____ County on the _____ day of _____, 19____
by _____

Mail after recording to ~~NCNB National Bank of North Carolina~~ House & Blanco PO _____, North Carolina
Attention: _____
This instrument prepared by Ronald A. Matamoros

NORTH CAROLINA DEED OF TRUST

THIS DEED OF TRUST made this 3 day of January, 1990, by and between;

GRANTOR	TRUSTEE	BENEFICIARY
HANES POINT PARTNERSHIP	THOMAS H. HELMS	NCNB National Bank of North Carolina, a national banking association with its principal offices in Charlotte, Mecklen- burg County, North Carolina.

Enter in appropriate block for each party: name, address and, if appropriate, character of entity; e.g., corporation or partnership.

The designation Grantor, Trustee, and Beneficiary as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, That whereas the Grantor is indebted or otherwise obligated to the Beneficiary in the principal sum of One Million Four Hundred Fifty Thousand Dollars (\$ 1,450,000.00), as evidenced by a ☒ promissory note,

☐ guaranty agreement, ☐ other evidence of indebtedness (Describe) _____

of even date herewith (or dated _____ if otherwise dated), (hereinafter called the "obligation"), the terms of which are incorporated herein by reference.

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NOW, THEREFORE, as security for said obligation and for valuable consideration, receipt of which is hereby acknowledged, the Grantor has bargained, sold, given, granted and conveyed and does by these presents bargain, sell, give, grant and convey to said Trustee, his heirs, or successors, and assigns, the parcel(s) of land situated in _____
Winston _____ Township, County of Forsyth _____, State of North
Carolina, and more particularly described as follows:

SEE EXHIBIT A ATTACHED EHRETO AND MADE A PART HEREOF

TO HAVE AND TO HOLD said real property with all privileges and appurtenances thereunto belonging, to the said Trustee, his heirs, successors, and assigns forever, upon the trusts, terms and conditions, and for the uses hereinafter set forth.

If the Grantor shall pay the obligation secured hereby in accordance with its terms, together with interest thereon, and any renewals or extensions thereof, in whole or in part, and shall comply with all of the covenants, terms, and conditions of this Deed of Trust, then this conveyance shall be null and void and may be cancelled of record at the request of the Grantor. If, however, there shall be any default in any of the covenants, terms, or conditions of the obligation secured hereby, or any failure or neglect to comply with the covenants, terms, or conditions contained in this Deed of Trust, or if the property herein conveyed is transferred without the written consent of the beneficiary, then and in any of such events, the obligation shall, at the option of the Beneficiary, at once become due and payable without notice, and it shall be lawful for and the duty of the Trustee, upon request of the Beneficiary, to sell the land herein conveyed at public auction for cash, after having first given such notice of hearing as to commencement of foreclosure proceedings and obtained such findings or leave of court as may be then required by law and giving such notice and advertising the time and place of such sale in such manner as may be then provided by law, and upon such and any resales and upon compliance with the then law relating to foreclosure proceedings to convey title to the purchaser in fee simple.

The proceeds of the Sale shall, after the Trustee retains his commission, be applied to the costs of sale, the amount due on the obligation hereby secured and otherwise as required by the then existing law relating to foreclosures. The Trustee's commission shall be five per cent of the gross proceeds of the sale for a completed foreclosure. In the event foreclosure is commenced, but not completed, the Grantor shall pay all expenses incurred by Trustee and a partial commission computed on five per cent of the outstanding indebtedness, in accordance with the following schedule, to wit: one-fourth thereof before the Trustee issues a notice of hearing on the right to foreclose; one-half thereof after issuance of said notice; three-fourths thereof after such hearing; and the full commission after the initial sale.

And the said Grantor does hereby covenant and agree with the Trustee and with the Beneficiary as follows:

BK 1683 P 2570

1. FUTURE ADVANCES. If the following paragraph is completed, this evidences that the Beneficiary has agreed to make future extension of credit and this Deed of Trust secures all present and all future advances made or to be made pursuant to the terms of the obligation. The amount of the present advance secured hereby is

_____ Dollars (\$ _____) and the maximum amount, including present and future advances, which may be secured hereby at any one time is

_____ Dollars (\$ _____). The period within which such future

advances are to be made is the period between the date hereof and _____ provided, however, that such period is not more than ten (10) years from the date hereof. Each future advance extended hereunder shall be evidenced by evidence of indebtedness dated as of the date of each such credit extension. The making of future advances ☐ is ☐ is not obligatory on the part of the Beneficiary under the note. Beneficiary is authorized to make future advances to be secured by this Deed of Trust upon the signature of any Grantor (when more than one) without the signature of any other Grantor. This paragraph is intended to be in conformance with the provisions of N.C.G.S. §§45-67 et seq.

2. INSURANCE. Grantor shall keep all improvements on said land, now existing or hereafter erected, continuously insured for the benefit of the Beneficiary against loss by fire, windstorm and such other casualties and contingencies, in such manner and in such companies for such amounts, as may be satisfactory to the Beneficiary. Grantor shall purchase such insurance, pay all premiums therefor, and shall deliver to Beneficiary such policies along with evidence of premium payment as long as the obligation secured hereby remains unpaid. If Grantor fails to purchase such insurance, pay the premiums therefor or deliver said policies along with evidence of payment of premiums thereon, then Beneficiary, at his option, may purchase such insurance. Such amounts paid by Beneficiary shall be added to the obligation secured by this Deed of Trust, and shall be due and payable upon demand by Grantor to Beneficiary. Beneficiary may require, in its sole discretion, that the proceeds of any such insurance, or any part thereof, be applied either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged.

3. TAXES, ASSESSMENTS, CHARGES. Grantor shall pay all taxes, assessments and charges as may be lawfully levied against the premises conveyed herein within thirty (30) days after the same shall become due. In the event that Grantor fails to so pay all taxes, assessments and charges as herein required, then Beneficiary, at his option, may pay the same and the amounts so paid shall be added to the obligation secured by this Deed of Trust, and shall be due and payable upon demand by Grantor to Beneficiary.

4. CONDEMNATION. Upon the condemnation or taking of the premises herein conveyed, or any part thereof, by any authority pursuant to the power of eminent domain, Beneficiary shall be entitled to receive all or any portion of the amounts awarded or paid for such taking, up to the full amount of the obligations hereby secured, which amounts awarded or paid are hereby assigned to Beneficiary. Beneficiary also may, upon any such taking, elect to declare all of the obligations secured hereby to be immediately due and payable. Beneficiary's right to receive any amounts awarded or paid upon any taking, or to declare all obligations due and payable, shall not be affected, restricted or in any way impaired by the amount or value of any remaining portions of the premises that may continue to be subject to the terms of this Deed of Trust.

5. WASTE. The Grantor covenants that he will keep the premises herein conveyed in as good order, repair and condition as they are now, reasonable wear and tear excepted, and that he will not commit or permit any waste.

6. WARRANTIES. Grantor covenants with Trustee and Beneficiary that he is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that he will warrant and defend the title against the lawful claims of all persons whomsoever, except for the exceptions hereinafter stated. Title to the property hereinabove described is subject to the following exceptions:

a) Taxes for the year 1990 and subsequent years

b) All easements and restrictions of record, if any.

7. SUBSTITUTION OF TRUSTEE. Grantor and Trustee covenant and agree to and with Beneficiary that in case the said Trustee, or any successor trustee, shall die, become incapable of acting, renounce his trust, or for other similar or dissimilar reason become unacceptable to the holder of the obligation, then the holder of the obligation may appoint, in writing, a trustee to take the place of the Trustee; and upon the probate and registration of the same, the trustee thus appointed shall succeed to all the rights, powers, and duties of the Trustee. The Beneficiary shall at any time have the irrevocable right to remove the Trustee herein named without notice or cause and to appoint his successor by an instrument in writing, duly acknowledged, in such form as to entitle such written instrument to be registered in this State, and in the event of the death or resignation of the Trustee herein named, the Beneficiary shall have the right to appoint his successor by such written instrument, and any Trustee so appointed shall be vested with the title to the property hereinbefore described, and shall possess all the powers, duties and obligations herein conferred on the Trustee in the same manner and to the same extent as though he were named herein as Trustee.

8. LEGAL ACTION. In case the Beneficiary or the Trustee voluntarily or otherwise shall become a party to any suit or legal proceeding to protect the property herein conveyed or the lien of this Deed of Trust, or otherwise in any manner involving the title to or Beneficiary or Trustee's interests in such property, the Trustee and the Beneficiary shall be saved harmless and shall be reimbursed by the Grantor for any amounts paid, including all reasonable costs, charges and attorneys' fees incurred in any such suit or proceeding, and the same shall be secured by this Deed of Trust and its payment enforced as if it were a part of the original debt.

9. PRIOR LIENS. Default under the terms of any instrument secured by a lien to which this deed of trust is subordinate shall constitute default hereunder.

10. EXPENSES. Grantor agrees that all expenses paid or received by Beneficiary, including reasonable counsel fees incidental to the protection, preservation or collection of the obligation or the real estate securing the same, or the foreclosure of this Deed of Trust by suit or otherwise shall be added to or become a part of the indebtedness secured hereby and bear interest at the legal rate.

11. FORBEARANCE. No delay or forbearance by the Beneficiary in exercising any or all of its rights hereunder or rights otherwise afforded by law, shall operate as a waiver thereof or preclude the exercise thereof during the continuance of any default as set forth herein or in the event of any subsequent default hereunder, and all such rights shall be cumulative.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

(Corporate Name)

By: _____ President

ATTEST: _____ Secretary (Corporate Seal)

USE BLACK INK ONLY

BY: Robert E. Helms (SEAL) Partner
BY: James E. Smith (SEAL) Partner
BY: S&A Partnership (SEAL) Partner
BY: Larry E. Alexander (SEAL) Partner
BY: Thomas R. Stevenson (SEAL) Partner

SEAL-STAMP

SEE ATTACHED NOTARIES

Use Black Ink Only

STATE OF NORTH CAROLINA _____ COUNTY _____
I, _____ a notary public of said county do hereby
certify that _____ Grantor,
personally appeared before me this day and acknowledged the execution of the foregoing
instrument. Witness my hand and official stamp or seal, this _____ day
of _____, 19 ____
My commission expires: _____ Notary Public

Use Black Ink Only

STATE OF NORTH CAROLINA _____ COUNTY _____
I, _____ a notary public of said county do hereby
certify that _____ Grantor,
personally appeared before me this day and acknowledged the execution of the foregoing
instrument. Witness my hand and official stamp or seal, this _____ day
of _____, 19 ____
My commission expires: _____ Notary Public

Use Black Ink Only

NORTH CAROLINA, COUNTY OF _____
I, _____, a Notary Public of the County and
State aforesaid, certify that _____, personally came before
me this day and acknowledged that _____ he is _____ Secretary of _____
a North Carolina corporation, and that by authority
duly given and as the act of the corporation, the foregoing instrument was signed in
its name by its _____ President, sealed with its corporate seal and attested
by _____ as its _____ Secretary.
Witness my hand and official stamp or seal, this _____ day of _____, 19 ____
My commission expires: _____ Notary Public

The Foregoing Certificate(s) of _____

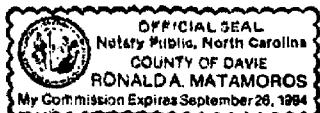
is/are certified to be correct. This instrument and this certificate are duly registered at the date and time in the Book and Page shown on the first page hereof.

By _____ REGISTER OF DEEDS FOR _____ COUNTY
Deputy/Assistant-Register of Deeds

STATE OF NORTH CAROLINA - County of Forsyth) :

I, Ronald A. Matamoros, a Notary Public of Davie County, State of North Carolina, do hereby certify that Robert E. Helms, as Partner of Hanes Point Partnership, a North Carolina General Partnership personally appeared before me and acknowledged the due execution of the foregoing instrument on behalf of said General Partnership.

WITNESS my hand and official seal this the 28th day of December, 1989.



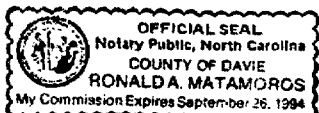
Ronald A. Matamoros
Notary Public

My Commission Expires: _____

STATE OF NORTH CAROLINA - County of Forsyth) :

I, Ronald A. Matamoros, a Notary Public of Davie County, State of North Carolina, do hereby certify that James E. Smith, as Partner of Hanes Point Partnership, a North Carolina General Partnership personally appeared before me and acknowledged the due execution of the foregoing instrument on behalf of said General Partnership.

WITNESS my hand and official seal this the 28th day of December, 1989.



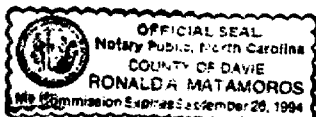
Ronald A. Matamoros
Notary Public

My Commission Expires: _____

STATE OF NORTH CAROLINA - County of Forsyth) :

I, Ronald A. Matamoros, a Notary Public of Davie County, State of North Carolina, do hereby certify that Larry E. Alexander, as Partner of S&A Partnership a North Carolina partnership, as ~~General~~ Partner of Hanes Point Partnership, a North Carolina General Partnership, personally appeared before me and acknowledged the due execution of the foregoing instrument on behalf of said General Partnership.

WITNESS my hand and official seal this the 28th day of December, 1989.



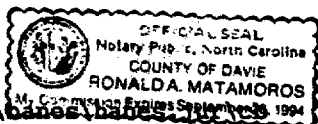
Ronald A. Matamoros
Notary Public

My Commission Expires: _____

STATE OF NORTH CAROLINA - County of Forsyth) :

I, Ronald A. Matamoros, a Notary Public of Davie County, State of North Carolina, do hereby certify that Thomas R. Stevenson, as Partner of S&A Partnership a North Carolina partnership, as ~~General~~ Partner of Hanes Point Partnership, a North Carolina General Partnership, personally appeared before me and acknowledged the due execution of the foregoing instrument on behalf of said General Partnership.

WITNESS my hand and official seal this the 28th day of December, 1989.



Ronald A. Matamoros
Notary Public

My Commission Expires: _____

c: \hanes\hanes - 1101-1035

STATE OF NORTH CAROLINA—Forsyth County

The foregoing (or annexed) certificate S of Ronald A. Matamoros, NP,
(here give name and official title of the officer signing the certificate—passed upon)

Davie Co. NC

is (are) certified to be correct. This the 3 day of January 19 90.

L. E. Speas, Register of Deeds

By Abraham Piddie Deputy Assistant

Probate and Filing Fee \$ _____ paid.

EXHIBIT A

LEGAL DESCRIPTION

All that tract or parcel of land lying and being in Forsyth County, North Carolina and being more particularly described as follows: Beginning at an iron pin located on the Northerly right of way of new Vest Mill Road; running thence North 0 deg. 42 min. 21 sec. West 2.75 feet to an iron pin; running thence North 77 deg. 12 min. 09 sec. West 247.59 feet to a point; running thence North 0 deg. 52 min. 42 sec. East 268.02 feet to a point; running thence North 89 deg. 08 min. 49 sec. West 84.96 feet to a point; running thence North 0 deg. 51 min. 52 sec. East 343.36 feet to a point; running thence North 89 deg. 17 min. 22 sec. West 147.77 feet to a point located on the Southerly right of way new I-40 bypass; running thence with thus said right of way North 76 deg. 01 min. 08 sec. East 217.51 feet to a State right of way monument; running thence North 71 deg. 24 min. 55 sec. East 293.02 feet to a point; running thence along curve to the right having a chord distance of 255.35 feet, an arc distance of 255.56 feet, a radius of 1,819.86 feet North 82 deg. 22 min. 08 sec. East to an iron pin; leaving said right of way running South 00 deg. 32 min. 10 sec. West 143.59 feet to an iron pin; running thence South 89 deg. 26 min. 36 sec. East 240.76 feet to an iron pin; running thence North 87 deg. 54 min. 28 sec. East 49.12 feet to an iron pin; running thence North 88 deg. 0 min. 59 sec. East 306.25 feet to an iron pin; running thence North 88 deg. 04 min. 38 sec. East 201.31 feet to a 4 inch iron pin filled with concrete located on the Southerly right of way of new I-40 Bypass; running thence with said right of way South 59 deg. 35 min. 58 sec. East 243.44 feet to a point; running thence South 68 deg. 45 min. 48 sec. East 237.01 feet to a point; running thence South 65 deg. 08 min. 05 sec. East 347.85 feet to an iron pin leaving said right of way running South 01 deg. 33 min. 29 sec. West 413.29 feet to a 4 inch iron pin filled with concrete; running thence North 89 deg. 34 min. 45 sec. West 522.87 feet to an iron pin; running thence North 05 deg 24 min. 21 sec. West 106.55 feet to an iron pin; running thence along the Northerly right of way of service road #2 South 84 deg. 35 min. 39 sec. West 283.25 feet to an iron pin; running thence South 72 deg. 28 min. 26 sec. West 96.74 feet to an iron pin; running thence South 33 deg. 50 min. 16 sec. West 95.77 feet to a point located on the Northerly right of way of New Vest Mill Road; running thence along a curve to the left a chord distance of 49.06 feet North 73 deg. 20 min. 56 sec. to a point; running thence along curve to the left having an arc distance of 470.58 feet, a radius of 1,472.395 feet North 82 deg. 30 min. 16 sec. West to an iron pin; running thence South 89 deg. 17 min. 39 sec. West 403.91 feet to an iron pin and place of beginning. Being a 33.124 acre tract as shown on the survey for Hanes Point Partnership dated December 14, 1989 by DSA Group.

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