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THIS INSTRUMENT DRAFTED BY:

NORTH CAROLINA, FORSYTH COUNTY

(SIGNATURE OF DRAFTSMAN)

THIS DEED OF TRUST AND SECURITY AGREEMENT, made and entered into this the 27 day of December 19 78,by and between N & B SOUTH INVESTMENT COMPANY, a General Partnershipwhose address is 23840 West Eight Mile Road, Southfield, Michigan 48075hereinafter called the Grantors, and David C. Swann, Trustee of Forsyth County,

State of North Carolina, hereinafter called the Trustee, and Wachovia Bank and Trust Company, N. A., a national banking association, whose address is 201 North Main Street, Winston-Salem, North Carolina, hereinafter called the Beneficiary;

WITNESSETH, THAT WHEREAS, the Grantors are indebted to the Beneficiary in the sum of One Million One Hundred Sixty-Six Thousand Five Hundred and no/100----- Dollars (\$ 1,166,500.00-----) for money loaned, as evidenced by their note of even date herewith, reference to which is hereby made;

AND WHEREAS, the Grantors desire to secure the payment of said note with interest and any renewals or extensions thereof, in whole or in part, and of the additional payments hereinafter agreed to be made, by a conveyance of the lands hereinafter described and a grant of a security interest in the collateral hereinafter described;

NOW, THEREFORE, in consideration of the premises and for the purposes aforesaid, and in further consideration of the sum of One Dollar (\$1.00) paid to the Grantors by the Trustee, receipt of which is hereby acknowledged, the Grantors have given, granted, bargained and sold, and by these presents do give, grant, bargain, sell and convey unto the said Trustee, his heirs, successors and assigns,

the following described lot or parcel of land lying and being in \_\_\_\_\_

Township, County of Forsyth, and State of North Carolina, and more particularly described as follows:

See Exhibit A Attached Hereto and Incorporated Herein by Reference

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Together with all and singular all fixtures, equipment and other articles of personal property now owned by the Grantors and located upon the above described property, or hereafter acquired and located thereon and used in connection with the operation and maintenance of the improvements situate thereon.

TO HAVE AND TO HOLD, the said land and premises, including all houses, buildings, improvements and fixtures thereon, with all the rights, privileges, and appurtenances thereunto belonging or appertaining to the Trustee, his heirs, successors and assigns, in fee simple forever, upon the trusts and for the uses and purposes hereinafter set out;

And the Grantors covenant with the Trustee that they are seized of said land and premises in fee and have the right to convey the same in fee simple; that the same are free and clear of all encumbrances, and that they will warrant and defend the title to the same against the lawful claims of all persons whomsoever.

THIS CONVEYANCE IS MADE UPON THIS SPECIAL TRUST, that if the Grantors shall pay the note 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 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 and at the cost of the Grantors. If, however, there shall be any default in any of the terms or conditions of the note secured hereby, or of the terms, conditions or covenants contained in this deed of trust, or in the event of actual or threatened demolition or injury or waste to the premises which may impair the value of the property hereby conveyed, or if a receiver should be appointed for, or a petition in bankruptcy filed by or against the Grantors, or either of them, then and in any of such events, the note shall, at the option of the Beneficiary, become at once due and payable, regardless of the maturity date thereof, and on the application of the Beneficiary it shall be lawful for and the duty of the Trustee, and he is hereby authorized and empowered to expose to sale and to sell the hereinbefore described premises and personal property, if any, at public auction for cash, after having first complied with all applicable requirements of North Carolina law with respect to the exercise of powers of sale contained in deeds of trust and upon such sale, the Trustee shall convey title to the purchaser in fee simple. After retaining from the proceeds of such sale just compensation for his services and all expenses incurred by him, including reasonable attorney's fees for legal services actually performed, the Trustee shall apply the residue of the proceeds, first to the payment of all sums expended by the Beneficiary under the terms of this deed of trust; second, to the payment of the note and interest thereon secured hereby; and the balance, if any, shall be paid to the Grantors. The Grantors agree that in the event of a sale hereunder, the Beneficiary shall have the right to bid thereat. The Trustee may require the successful bidder at any sale to deposit immediately with the Trustee cash or certified check in an amount not to exceed twenty-five percent (25%) of the bid, provided notice of such requirement is contained in the advertisement of the sale. The bid may be rejected if the deposit is not immediately made and thereupon the next highest bidder may be declared to be the purchaser. Such deposit shall be refunded in case a resale is had; otherwise it shall be applied to the purchase price. If personal property is sold hereunder, it need not be at the place of sale. The published notice, however, shall state the time and place where such property may be inspected prior to sale.

The Grantors covenant and agree that they will:

1. furnish to the Beneficiary without cost to the Beneficiary an annual statement, in form and certified in a manner satisfactory to Beneficiary, setting forth all income and expenses derived or incurred from the operation of the Grantors' business conducted upon said property and the operation of the improvements situate thereon within ninety (90) days from the end of the calendar or fiscal year of such operations.

2. pay the indebtedness as hereinbefore provided.

3. pay when due, all taxes, assessments, levies, and charges upon or against the property herein described, of every character which are now due or which may hereafter become liens on said premises, including all taxes assessed in North Carolina against the Trustee or the Beneficiary on this instrument or the sum hereby secured or evidenced by said note, provided the amount of such latter taxes with the interest on the sum hereby secured does not exceed the maximum contract rate permitted by law, but if it does, the excess to be paid by the Beneficiary; and will immediately deliver to the Beneficiary official receipts therefor.

4. keep the buildings now or hereafter on said premises insured against loss and damage by fire, tornado and windstorm, and against such other hazards as the Beneficiary may require, including business interruption, in amounts satisfactory to the Beneficiary which amounts shall at no time be less than the outstanding indebtedness secured by the deed of trust, plus an amount sufficient to prevent any co-insurance liability of the owner of the property or the Beneficiary, for the benefit of the Beneficiary, loss, if any, to be made payable in the policy or policies of insurance to the Beneficiary as its interest may appear, the loss payable clauses to be in such form as the Beneficiary may require. All insurance shall be in companies approved by the Beneficiary and the policies and renewals thereof shall, when issued, be immediately delivered to the Beneficiary to be held by it; Grantors will pay all premiums for such insurance when due and immediately deliver to the Beneficiary official receipts therefor, and if the Grantors fail or refuse to keep said premises so insured the Beneficiary may obtain such insurance without prejudice to its right to foreclose hereunder by reason of such default. In the event of loss the Grantors will give immediate notice by mail to the Beneficiary who may make proof of loss if not made promptly by the Grantors, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantors and the Beneficiary jointly. The proceeds of any insurance, or any part thereof, may be applied by the Beneficiary, at its option, either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. The Beneficiary may, at its option, pay any such insurance premiums, taxes, assessments, levies or charges against the premises of which payment, amount and validity thereof the official receipt shall be conclusive evidence and any amounts so expended shall immediately become debts due by the Grantors, shall bear interest at the rate specified in the note secured hereby, and their payment shall be secured by this deed of trust.

5. keep the premises herein conveyed in as good order, repair and condition as they are now, reasonable wear and tear excepted.

6. not commit or permit any waste; and the Beneficiary shall have the right to inspect the premises at all reasonable times, and access thereto shall be permitted for that purpose to it or its authorized agents.

7. furnish to the Beneficiary within ninety (90) days of the end of each fiscal year the financial statements (in form satisfactory to the Beneficiary) of the Grantors, and each of them, and of each of the guarantors or endorsers, if any, of the indebtedness hereby secured.

8. The Grantors, their successors and assigns, shall be entitled to a release of the separate parcels of real estate described above from the lien hereof upon the payment to Wachovia Bank and Trust Company, N. A. of the sum with respect to that parcel, as set out on Exhibit B attached hereto and incorporated by reference herein; or if such release is being requested incident to a sale of said premises, the greater of (1) the respective sum set out on Exhibit B with respect to the parcel to be released or (2) an amount equal to 80% of the sales price of the parcel to be released; provided, however, that no such release shall be given if (a) there exists any default in any of the terms or conditions of the note secured hereby or the terms, conditions or covenants contained in this Deed of Trust, or (b) other property in which Wachovia Bank and Trust Company, N. A. has a security interest securing the indebtedness secured hereby has a value which in the sole opinion of the bank is insufficient to establish a loan-to-value ratio of 75% or less. Any release payment shall be subject to the prepayment penalty set out in the note.

As further security for the payment of the note hereinabove mentioned and for the faithful performance of all the covenants, agreements, terms and provisions of this deed of trust, Grantors hereby sell, transfer and assign unto Beneficiary all the right, title and interest of the Grantors in and to the rents, issues, profits, revenues, royalties, rights and benefits from the above described property, and to that end Grantors hereby assign and set over unto the said Beneficiary all leases of said premises now made, executed or delivered, whether written or verbal, or to be hereafter made, be the same written or verbal, and Grantors do hereby authorize and empower the said Beneficiary to collect said rents, issues, profits, revenues, royalties, rights and benefits, as they shall become due, and do hereby direct each and all of the tenants of the aforesaid premises to pay such rents, as they may now be due or shall hereafter become due to the said Beneficiary, upon demand for payment thereof by said Beneficiary; it being understood and agreed, however, that no such demand shall be made unless and until there has been a default in the payment of the indebtedness secured hereby or in the faithful performance of all the covenants, agreements, terms and provisions of this deed of trust or the note secured hereby; and until such demand is made, Grantors are authorized to collect or continue collecting said rents, issues, profits, revenues, royalties, rights and benefits, but that such privilege to collect or continue collecting, as aforesaid, by the Grantors shall not operate to permit the collection of any rents in advance of the date same is due under the terms and provisions of said lease or leases.

Grantors covenant and agree: (i) that they will promptly and fully keep, perform and comply with all the terms, provisions, covenants, conditions and agreements imposed upon or assumed by them as Landlord (or similar designation) under any lease in effect on the date hereof covering all or any part of the above described property, whether one or more, hereinafter referred to individually and collectively as "Tenants' Leases," and (ii) that they will not do, permit anything to be done, or omit or refrain from doing anything, the doing or omission of which will give any tenant a right to terminate any of said Tenants' Leases.

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If Grantors shall, in any manner, fall in any of the above covenants and agreements, Beneficiary may (but shall not be obligated to) take any action Beneficiary deems necessary or desirable to prevent or cure any default by Grantors in the performance of or compliance with any of Grantors' covenants or obligations under any of said Tenants' Leases. Beneficiary shall have the right to enter upon the within described property to such extent and as often as Beneficiary, in its sole discretion, deems necessary or desirable in order to prevent or cure any such default by Grantors. Beneficiary may expend such sums of money as Beneficiary, in its sole discretion, deems necessary for any such purpose, and Grantors hereby agree to pay to Beneficiary, immediately upon demand, all sums so expended by Beneficiary, together with interest thereon from the date of each such payment at the rate provided for in the note secured hereby. All sums so expended by Beneficiary, and the interest thereon, shall be added to and secured by the lien of this instrument. Grantors will give Beneficiary immediate notice by certified mail of any notice of default or notice of cancellation received from any tenant.

Any default in any of the terms, conditions, covenants or agreements contained in any separate assignment of Lessor's interest in leases given as additional security for this loan shall constitute an event of default under this deed of trust.

Upon the condemnation of the premises or improvements or any part thereof, the entire amount of the note secured hereby shall be due and payable. Any award paid for such taking is hereby assigned to the Beneficiary to further secure the above referred to indebtedness, and Beneficiary is hereby authorized and empowered (but not required) to collect and receive such award and is authorized to apply it in whole or in part in reduction of the then outstanding debt secured by this deed of trust, notwithstanding the fact that the same may not then be due and payable. Any amounts so applied to principal shall be applied to the principal last maturing hereon. Grantors agree to execute such further assignments of any such awards as the Beneficiary may require.

and shall be subject to applicable prepayment penalty. None of the property hereinabove described will be conveyed or transferred while this deed of trust is in effect, unless the Beneficiary shall have given its consent in writing thereto.

In the event of the passage after the date of this instrument of any law of the State of North Carolina deducting from the value of the land for the purposes of taxation any lien thereon, or providing or changing in any way the laws now in force for the taxation of deeds of trust or debts secured thereby, for state or local purposes or the manner of the collection of any such taxes so as to affect the interest of the Beneficiary, the whole sum secured by this instrument with interest thereon, at the option of the Beneficiary, shall immediately become due, payable and collectible without notice to any party.

The Beneficiary shall have the right, after default in any of the terms, covenants or agreements herein contained, or contained in the aforesaid note, to the appointment of a receiver to collect the rents and profits from the premises hereinbefore described without consideration of the value of the premises or the solvency of any person liable for the payment of the amounts then owing, and all amounts collected by the receiver shall, after expenses of the receivership, be applied to the payment of the indebtedness hereby secured, and the Beneficiary, at its option, in lieu of an appointment of a receiver, shall have the right to do the same. If such receiver should be appointed, or if there should be a sale of the said premises, as provided above, the Grantors, or any person in possession of the premises thereunder, as tenant or otherwise, shall become a tenant at will of the receiver or of the purchaser and may be removed by a writ of ejectment, summary ejectment or other lawful remedy.

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 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 to protect the lien of this deed of trust, the Trustee and the Beneficiary shall be saved harmless and shall be reimbursed by the Grantors for any amounts paid, including all reasonable costs, charges and attorney's 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.

It is specifically agreed that the parties hereto shall in no event be deemed to have contracted for a greater rate of interest than the maximum rate permitted by law. Should a greater amount be collected, it shall be construed as a mutual mistake of the parties and the excess shall be returned to the party paying same.

The Grantors, in order to more fully protect the security of this deed of trust, agree that in addition to the monthly payments of principal and interest under the terms of the note hereby secured, they will pay on the first day of each month, or on the due date of monthly payments of principal, to the Beneficiary or to its duly authorized agent a sum equal to one-twelfth of the known or estimated (by the Beneficiary) yearly taxes, assessments and insurance premiums on or against the mortgaged premises. The Beneficiary shall hold such payments, and Grantors do hereby expressly agree that Beneficiary shall be under no obligation to pay interest thereon, and shall apply the same to the payment of taxes, assessments and insurance premiums as and when due. If the total of such monthly payments shall exceed the amount needed, the excess shall be held for future needs; but, should such monthly payments at any time fail to provide sufficient funds to pay taxes, assessments and insurance premiums when due, then the Grantors shall, upon demand, pay to the Beneficiary the amount necessary to cover the deficiency. When the Grantors shall have paid the note secured by this deed of trust the Beneficiary shall refund to the Grantors any excess funds accumulated hereunder. In the event of a foreclosure sale of the mortgaged premises, the Beneficiary may apply any balance remaining of the funds accumulated for the above purposes to the payment of the said note.

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 record 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.

All the terms and conditions of the Commitment, if any, upon which the loan hereby secured was predicated are incorporated by this reference and made a part hereof and should Grantors default with respect to any term or provision thereof, such default shall constitute a default hereunder and under the note hereby secured.

This deed of trust shall constitute a security agreement with respect to all equipment and fixtures and all other items and types of personal property (hereinafter called the Personal Property) of the Grantors now owned or hereafter acquired and located upon the herein-described real estate and used in the operation and maintenance of the improvements thereon and the Grantors hereby grant to the Beneficiary a security interest in the Personal Property including, without limitation, all boilers, all heating, air conditioning and ventilating components and systems, all lighting, electrical power, plumbing, sprinkler and water components and systems, all carpets, wall coverings, screens and drapes and all mechanical and hydraulic components and systems located on and used in connection with the operation or maintenance of the aforementioned improvements.

With respect to those items of the Personal Property which are or are to become fixtures related to the herein described real estate, this deed of trust shall constitute a financing statement filed as a fixture filing. The lien upon fixtures granted herein and perfected hereby shall be in addition to and not in lieu of any lien upon fixtures acquired under real property law.

The covenants, terms and conditions herein contained shall bind, and the benefits and powers shall inure to the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used herein, the singular number shall include the plural, the plural the singular, and the term "Beneficiary" shall include any payee of the indebtedness hereby secured and any transferee or assignee thereof, whether by operation of law or otherwise.

IN WITNESS WHEREOF, the Grantors have caused this deed of trust to be executed under seal the day and year first above written.

N & B SOUTH INVESTMENT COMPANY,  
A General Partnership

By Irving Nusbaum (SEAL)  
Irving Nusbaum, Trustee under Agreement with  
Irving Nusbaum, dated May 4, 1977, General  
Partner as Manager of the Partnership on behalf  
of the Partnership pursuant to Paragraph 9 of  
the Partnership Agreement dated November 15, 1978

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State of Michigan -- County of Wayne

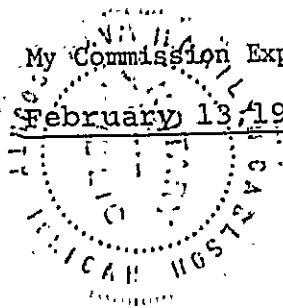
I, Marilyn Carlson, a Notary Public of the aforementioned County and State, do hereby certify that Irving Nusbaum, Trustee under Agreement with Irving Nusbaum, dated May 4, 1977, General Partner, as Manager of the Partnership on behalf of the Partnership pursuant to Paragraph 9 of the Partnership Agreement, dated November 15, 1978, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for and on behalf of the said partnership.

Witness my hand and official seal, this the 22nd day of December,  
19 78.  
(Notarial Seal or Stamp)

Marilyn Carlson  
Notary Public, Wayne County,  
Michigan

My Commission Expires:

February 13, 1979



**DEED OF TRUST**  
AND SECURITY AGREEMENT  
PERMANENT LOAN

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TO

FOR

TRUSTEE

**WACHOVIA**  
BANK & TRUST COMPANY, N.A.

Drawn by: \_\_\_\_\_

6251-WBT New 4-77

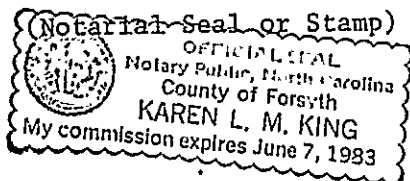
N & B SOUTH INVESTMENT COMPANY,  
A General Partnership

By *Irving Nusbaum* (SEAL)  
Irving Nusbaum, Trustee under Agreement with  
Irving Nusbaum, dated May 4, 1977, as a General  
Partner of the Partnership, and Irving Nusbaum,  
both individually and as Trustee under Agreement  
with Irving Nusbaum, dated May 4, 1977, as  
Manager of the Partnership on behalf of the  
Partnership pursuant to Paragraph 9 of the  
Partnership Agreement, dated November 15, 1978

STATE OF NORTH CAROLINA, COUNTY OF FORSYTH

I, *Karen L. M. King*, a Notary Public of said County  
and State, do certify that Irving Nusbaum, Trustee under Agreement with Irving  
Nusbaum, dated May 4, 1977, as a General Partner of the Partnership, and Irving  
Nusbaum, both individually and as Trustee under Agreement with Irving Nusbaum, dated  
May 4, 1977, as Manager of the Partnership on behalf of the Partnership pursuant to  
Paragraph 9 of the Partnership Agreement, dated November 15, 1978, personally  
appeared before me this day and acknowledged the due execution of the foregoing  
instrument.

Witness my hand and official seal or stamp, this 29 day of  
December, 1978.



My Commission Expires:

June 7, 1983

*Karen L. M. King*  
Notary Public

STATE OF NORTH CAROLINA—Forsyth County

The foregoing (or annexed) certificate of *Marilyn Carlson, N.P., Wayne Co.,*  
*Michigan + Karen L. M. King, N.P., Forsyth Co., N.C.*  
*all* is (are) certified to be correct. This the 29<sup>th</sup> day of December 1978.

Probate fee \$1.00 paid.

PRESENTED FOR  
REGISTRATION  
AND RECORDED

DEC 29 10 19 AM '78

EUNICE AYERS  
REGISTER OF DEEDS  
FORSYTH CTY. N.C.

*JB. \$15.00 pd.*

Eunice Ayers, Register of Deeds

By *Ernie Smith* Deputy Assistant

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EXHIBIT A

PARCEL 1:

468 Weaverville Road, Asheville, North Carolina, said parcel located in the township of Reems Creek, County of Buncombe, State of North Carolina, described as follows:

BEGINNING at an iron in the northwest right-of-way line of Old U.S. Highway 19 and 23 (Asheville-Weaverville Highway) at the easternmost corner of the Henry Baird (home tract); running thence with Baird's northeast line, North  $47^{\circ} 02'$  West 285.50 feet to an iron in the southeast right-of-way of U.S. Highway 19 and 23 bypass; thence with said right-of-way, North  $55^{\circ} 19'$  East 184.00 feet to an iron; thence South  $54^{\circ} 56'$  East 176.90 feet to an iron in the northwest right-of-way line of Old U.S. Highway 19 and 23 (Asheville-Weaverville Highway) said iron being located southwestwardly along said right-of-way line 258.2 feet from its intersection with the right-of-way of New Stock Road; thence with said right-of-way the following four courses and distances; South  $27^{\circ} 37'$  West 18.93 feet to an iron, South  $25^{\circ} 51'$  West 55.95 feet to an iron, South  $23^{\circ} 09'$  West 55.00 feet to an iron, South  $22^{\circ} 07'$  West 86.35 feet to the point and place of BEGINNING, containing 1.01 acres and being the same property as shown on map of survey prepared by J. Glenn Haynes, surveyor, dated December 14, 1978. Said plat of survey being titled property of N & B South Investment Company

PARCEL 2:

464 Western Boulevard, Jacksonville, North Carolina, said parcel being located in Jacksonville Township, County of Onslow, State of North Carolina, and being described as follows:

BEGINNING at the point of intersection of the easternmost right-of-way of Western Boulevard, and the southernmost right-of-way of Commerce Road as shown on map recorded entitled Commerce Office Park, recorded in map book 13 on page 17 of the Onslow County Registry; thence from said point of beginning and with the southernmost right-of-way of Commerce Road, North  $48^{\circ} 23'$  East 10.53 feet to a point of curvature in said right-of-way; thence with said right-of-way along the arc of a curve having a radius of 507.47 feet a distance of 239.48 feet in a northeastwardly direction to a point in said right-of-way; thence leaving said right-of-way, South  $31^{\circ} 16'$  East 218.91 feet

to a point; thence South 50° 40' West 207.73 feet to a point in the easternmost right-of-way of Western Boulevard; thence with said right-of-way along the arc of a curve having a radius of 2027.87 feet a distance of 151.74 feet in a northwestwardly direction to the point and place of BEGINNING, being the same property as shown on map of survey, prepared by James E Stewart and Associates, Inc., dated December 18, 1978 entitled N & B South Investment Co.

PARCEL 3:

605 Broad Avenue, Rockingham, North Carolina, said parcel being located in Richmond County, State of North Carolina:

BEGINNING at an iron stake in the southeastern right-of-way line of Halifax Street (50 foot right-of-way) at its point of intersection with the southwest line of a 20 foot alley, a said iron stake being the northern most corner of Lot 15, Map of Leak Realty Company, recorded in Plat Book 13, at page 87, Richmond County Registry; running thence with said alley South 47° 30' East 159.0 feet to an iron stake; thence South 37° 09' West 231.5 feet to an iron stake in the northeastern right-of-way line of U.S. Highway #74 (150 foot right-of-way); thence with said right-of-way line, North 53° 05' West 113.2 feet to an iron stake; thence North 15° 21' West 47.7 feet to an iron stake in a southeastern right-of-way line of Halifax Street; thence with said right-of-way line North 35° 13' East 219.8 feet to the point and place of BEGINNING, being known and designated as Lots 15, 16, 17 Map of Leak Realty Company, recorded in Plat Book 13, page 87 Richmond County Registry, and being the same property as shown on map of survey prepared by T. Berry Liles, dated December 19, 1978, entitled N & B South Investment Co.

PARCEL 4:

Access Road, I-85 and Highway 52, Salisbury, North Carolina, said parcel being located in Salisbury Township, Rowan County, North Carolina, being more particularly described as follows:

BEGINNING at an iron pipe in the southeast right-of-way line of I-85 Service Road the northernmost corner of property of Earnhardt Investment Company; thence with said right-of-way line North 52° 15' East 138.44 feet to an iron and continuing with said right-of-way line, North 52° 36' East 36.56 feet to an iron at the westernmost corner of property of Palmetto Motels-Tar Hill Inns, Inc.; thence

with southwest line of said property, South 42° 49' East 150.0 feet to an iron continuing with a north-west line of property of Palmetto Motels-Tar Hill Inns, Inc., South 52° 18' West 175.0 feet to an iron in the northeast line of Earnhardt Investment Company; thence with said northeast line, North 42° 49' West 150.0 feet to the point and place of BEGINNING, being the same property as shown on Map prepared by Hudson and Almond, dated December 11, 1978, entitled "Map prepared for N & B South Investment Company."

PARCEL 5:

5321 Oleander Drive, Wilmington, North Carolina, said parcel being located in Harnett Township, New Hanover County, North Carolina:

Tract 1:

BEGINNING at an old iron pipe in the northern right-of-way line of Oleander Drive (U.S. Highway 76, 50 feet from the center line thereof), said point being 165 feet easterwardly from a culvert under said Oleander Drive, said culvert being about 400 feet easterwardly from the centerline of Hawthorne Drive (54th Street-State Road #1448); running thence from said beginning point, North 32° 49' East 913.1 feet to an old iron pipe in the edge of a dirt road, said point being in the northern line of the formerly C.C. Williamson land, and the southern line of the formerly George R. French land; running thence along said dividing line, South 66° 23' East 125.0 feet to an old iron pipe; thence South 32° 47' West 848.7 feet to an iron pipe in the northern right-of-way line of Oleander Drive (50 feet from the center line thereof); running thence along the northern right-of-way line of said Oleander Drive, South 88° 30' West 149.92 feet to the point of BEGINNING, the same being a portion of the aforementioned C.C. Williamson land, the same also being that tract of land conveyed or purported to be conveyed by Fred T. Usrey and wife, Ethel B. Usrey to Builders Discount Supply House by deed dated October 6, 1966 and duly recorded in Book 799, at page 157 of the New Hanover Registry. The same described property as that shown on Title Survey entitled "A. L. Fosters Salem Carpet Tract" prepared by George Losak, dated December 5, 1978.

Tract 2:

BEGINNING at an iron in the North right-of-way line of Oleander Drive at the southeast corner of the above described Tract 1; running thence with the East line of said tract, North 32° 47' East 76.4 feet to a point; thence South 09° 59' 30" West 64.42 feet to an iron in the North right-of-way of Oleander Drive; thence with said right-of-way

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line, South 88° 30' West 30.2 feet to the point and place of BEGINNING.

NOTE: This Tract 2 is specifically excluded from the warranties set forth in this Deed of Trust.

PARCEL 6:

3435 Myer-Lee Drive, Winston-Salem, North Carolina, said property being located in Winston Township, Forsyth County, North Carolina more particularly described as follows:

BEGINNING at an iron in the northwest right-of-way line of Myer-Lee Drive at the southernmost corner of property of Mrs. L.V. Myers (see Deed Book 694, page 24); running thence with her line, North 26° 58' West 367.95 feet to an iron; thence South 63° 32' West 100.0 feet to an iron; thence South 26° 58' East 367.95 feet to an iron in the northwest right-of-way line of the aforementioned street; thence with said right-of-way, North 63° 32' East 100.0 feet to the point and place of BEGINNING, containing 0.844 acres and being the same property as shown on map entitled N & B South Investment Company, prepared by Otis A. Jones, dated December 20, 1978.

PARCEL 7:

Highway 501 West, Myrtle Beach, South Carolina, said property being located in Horry County, South Carolina, and begin more particularly described as follows:

ALL AND SINGULAR that certain piece, parcel or lot of land situate, lying and being in Conway Township, County and State aforesaid, containing 0.85 acres as shown by map by J.F. Thomas, R.L.S., dated November 6, 1973, and recorded in Deed Book 503 at page 889, office of the Clerk of Court for Horry County, South Carolina, being the same property as shown on Map entitled Map of 0.85 acres in Conway Township, Horry County SC surveyed for Salem Carpet Mills, Inc., dated December 13, 1978, prepared by J.T. Barfield, Jr., more particularly described as follows:

BEGINNING at a pipe in the northeast line of Waccamaw Clay Products at the westernmost corner of Canal Development, Inc. and Waccamaw Lumber Corporation, running thence with the northeast line of Waccamaw Clay Products North 47° West 125.4 feet to a pipe in the southeast line of a 60-foot road; thence with said road North 49° 15' East 299.2 feet to a pipe in the southwest line of an access highway; thence with said access highway South 44° 32' East 125 feet to a pipe, the northernmost corner of Canal Development, Inc. and

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Waccamaw Lumber Corporation; thence with the northwest line of said Canal Development, Inc., et al South 49° 15' West 293.7 feet to the BEGINNING.

PARCEL 8:

408 Stagecoach Road, Bristol, Virginia, said property being located in Wilson Magisterial District of the City of Bristol, County of Washington, Virginia, being more particularly described as follows:

BEGINNING at an iron pin on the southeast side of a service road, corner to property of Hassan Heights, Inc.; thence South 51° 21' 50" East 200.0 feet to an iron pin; thence South 51° 22' West 149.52 feet to an iron pin; thence North 51° 21' 50" West 200.0 feet to an iron pin in a service road which leads to Virginia State Road #658; thence with the said road, North 48° 32' 40" East 115.0 feet to a concrete marker; thence continuing with said road North 60° 43' East 35.02 feet to the point of BEGINNING, being the same property as shown on plat of survey prepared by Charles D. Clark and Associates dated December 12, 1978.

PARCEL 9:

Highway 250 East Charlottesville, Virginia, said property being located in Albemarle County, Virginia, and being more particularly described as follows:

Tract 1:

BEGINNING at a point in the North right-of-way line of U.S. Route 250 228.3 feet East of the northeastern intersection of State Route 20 and U.S. Route 250 East; thence North 07° 17' 27" East 225.00 feet to a point; thence South 83° 27' 03" East 125.00 feet to a point; thence South 07° 17' 27" West 225.0 feet to a point; thence North 83° 27' 03" West 125.00 feet to the BEGINNING, and being the same property as shown on plat of survey prepared by B. Aubrey Huffman and Associates, dated December 5, 1978, and described on said plat as Lot A, Wilton.

Tract 2:

A perpetual easement 11 feet in width as shown and described on plat made by B. Aubrey Huffman and Associates, dated December 5, 1978, which easement is located on the West side of the property line between Lots A and B as shown on said plat which is appurtenant to Lot A. Said easement is the same as conveyed to Salem Carpet Mills, Inc. by Deed dated October 30, 1973 recorded in Deed Book 540, page 513.

PARCEL 10:

Route #11, Harrinonburg, Virginia, said property being located in Ashby District, Rockingham County, Virginia, and being more particularly described as follows:

BEGINNING at an iron pin in the eastern line of U.S. Route 11 corner of Texaco Service Station property; thence with the eastern line of U.S. Route 11, North  $30^{\circ} 27'$  East 100.0 feet to an iron pin; thence with land of Bill V. Neff, South  $59^{\circ} 45'$  East 300.0 feet to an iron pin; thence South  $30^{\circ} 27'$  West 100.0 feet to an iron pin in a fence line; thence with said fence line North  $59^{\circ} 45'$  West 300.0 feet to the BEGINNING, being the same property as shown on map prepared by Robert F. Jellum, dated December 15, 1978.

PARCEL 11:

7338 Williamson Road, Northwest, Roanoke, Virginia, said property being located in Roanoke County, Virginia, and being more particularly described as follows:

BEGINNING at an iron stake on the northerly side of U.S. Highway #11 (80 feet wide), 438.0 feet West of the new right-of-way line of secondary highway #601 (Plantation Road), said point being a corner to the property of Consolidated Investors of Virginia, Inc., thence leaving the above described beginning point and with the northerly side U.S. Highway #11 with a curved line to the right having a radius of 5,689.58 feet a chord bearing and distance, South  $71^{\circ} 06' 05''$  West 86.64 feet and an arc distance of 86.64 feet to an iron stake; thence South  $77^{\circ} 47' 32''$  West 10.67 feet to an iron stake a corner to Emory Engle; thence leaving U.S. Highway #11 and with the line of said Engle, North  $28^{\circ} 33' 50''$  West 346.61 feet to an iron stake; thence North  $56^{\circ} 44' 18''$  East 80.91 feet to an iron stake to the line of Nelson Dehart; thence with same South  $46^{\circ} 05'$  East 47.35 feet to an iron stake; thence North  $51^{\circ} 30'$  East 132.86 feet to an iron stake; thence South  $39^{\circ} 54'$  East 81.38 feet to an iron stake; thence South  $29^{\circ} 00'$  East 41.20 feet to an iron stake a corner to Consolidated Investors of Virginia, Inc.; thence with same South  $70^{\circ} 01' 37''$  West 150.0 feet to an iron stake; thence South  $29^{\circ} 00'$  East 250.0 feet to the point of BEGINNING, as shown on plat of survey prepared by Buford T. Lumsden and Associates, P.C. Engineers and Surveyors, dated December 6, 1978.

PARCEL 12:

Interstate 81 at Mint Spring Road, Staunton, Virginia, said property being located in River

Heads district Augusta County, Virginia and being more particularly described as follows:

BEGINNING at a nail in the center of the right-of-way of Route 800 located northwardly 850 feet from its intersection with Route 654; thence North  $71^{\circ} 00'$  West 15.0 feet to an iron pin in the West right-of-way line of Route 800; thence South  $54^{\circ} 00'$  West 34.69 feet to an iron a corner with Hite, et al; thence with Hite's northeast line, North  $58^{\circ} 45'$  West 112.73 feet to an iron and continuing with said line North  $58^{\circ} 34'$  West 240.00 feet to an iron; thence another line with Hite, et al, North  $30^{\circ} 59'$  East 103.60 feet to an iron; thence another line with Hite, et al, the following two courses and distances; South  $61^{\circ} 51' 30''$  East 240.00 feet to an iron, and South  $59^{\circ} 36'$  East 123.40 feet to a nail in the center of the right-of-way of route 800, thence with the center of said right-of-way, South  $19^{\circ} 00'$  West 86.0 feet to the point and place of BEGINNING, containing 0.96 acres, being the same property as shown on Plat prepared by Robert E. Funk, dated December 5, 1978.

EXHIBIT B

|   |              |
|---|--------------|
| (1) 468 Weaverville Road, Asheville, N. C.            | \$ 90,000.00 |
| (2) 464 Western Boulevard, Jacksonville, N. C.        | \$ 85,000.00 |
| (3) 605 Broad Avenue, Rockingham, N. C.               | \$ 90,000.00 |
| (4) Access Road I-85 and Highway 52, Salisbury, N. C. | \$ 90,000.00 |
| (5) 5321 Oleander Drive, Wilmington, N. C.            | \$ 80,000.00 |
| (6) 3435 Myer Lee Drive, Winston-Salem, N. C.         | \$120,000.00 |
| (7) Highway 501 West, Myrtle Beach, S. C.             | \$110,000.00 |
| (8) 408 Stagecoach Road, Bristol, Va.                 | \$ 90,000.00 |
| (9) Highway 250 East, Charlottesville, Va.            | \$110,000.00 |
| (10) Route #1, Harrisonburg, Va.                      | \$ 95,000.00 |
| (11) 7338 Williamson Road, Northwest, Roanoke, Va.    | \$140,000.00 |
| (12) I-85 at Mint Spring Road, Staunton, Va.          | \$ 85,000.00 |