THIS DEED of TRUST made this 1870 day of

JUL 19 12 16 PH '85

REGISTER OF DEEDS, FORSYTH OTY, N.O.

9B. # 7.0000.

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____, Recording: Time, Book and Page ___ Parcel Identifier No. _____ Mall after recording to Alpine Beverage Distributing, Inc., 4908 Indiana Avenue, Winston-Salem, North Carolina 27105 Donald M. VonCannon This instrument was prepared by ____ 2.092 acres - Indiana Avenue Brief description for the Index

NORTH CAROLINA DEED OF TRUST

July

GRANTOR	TRUSTEE	BENEFICIARY
B & D Investments, a North Carolina General Partnership	Donald M. VonCannon	Alpine Beverage Distributing, Inc
	me, address, and, if appropriate, character of er	
		their heirs, successors, and assigns, and shall include Thirty-eight Thousand Three
		Thirty-eight Thousand Three Bollars (\$ 38,300.00), ated herein by reference. The final due date for payment
as evidenced by a promissory note or even c	August 1, 1987	•
of said promissory note, if not sooner paid, is NOW, THEREFORE, as security for said	debt and a valuable consideration, receipt of w	hich is hereby acknowledged, the Grantor has bargained, nvey to said Trustee, his heirs, or successors, and assigns,
sold, given, granted and conveyed and does by the parcel(s) of land situated in the City of	Micae Breneisse and	Winston Township,
Forsyth Count	y, North Carolina, and more particularly descr	bed as follows:

See Exhibit A attached hereto and incorporated herein by reference.

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 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 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 note secured hereby, or any failure or neglect to comply with the covenants, terms, or conditions contained in this deed of trust, then and in any of such events, if the default is not made good within fifteen (15) days, the note 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 note 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 or the minimum sum of \$11,000,00., whichever is greater, 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 or the above stated minimum sum, whichever is greater, 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 hearing; and the greater of the full commission or minimum after the initial sale.

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

- 1. INSURANCE. Grantor shall keep all improvements on said land, now or hereafter erected, constantly 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 and for such amounts, not exceeding that amount necessary to pay the sum secured by this deed of trust, and 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 note 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 Note secured by this Deed of Trust, and shall be due and payable upon demand by Grantor to Beneficiary.
- 2. TAXES, ASSESSMENTS, CHARGES. Grantor shall pay all taxes, assessments and charges as may be lawfully levied against said premises 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 Note secured by this Deed of Trust, and shall be due and payable upon demand by Grantor to Beneficiary.
- 3. PARTIAL RELEASE. Grantor shall not be entitled to the partial release of any of the above described property unless a specific provision providing therefor is included in this Deed of Trust. In the event a partial release provision is included in this Deed of Trust. Grantor must strictly example with the terms thereof. Notwithstanding anything herein contained, Grantor shall not be entitled to any release of property unless Grantor is not in default and is in full compliance with all of the terms and provisions of the Note, this Deed of Trust, and any other instrument that may be
- 4. 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.
- 5. 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:
- 6. 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 Note, then the holder of the Note 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.
- 7. CIVIL ACTION. In the event that the Trustee is named as a party to any civil action as trustee in this Deed of Trust, the Trustee shall be entitled to employ an attorney at law, including himself if he is a licensed attorney, to represent him in said action and the reasonable attorney's fees of the Trustee in such action shall be paid by Beneficiary and charged to the Note and secured by this Deed of Trust.
- 8. 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.

corporate name by its duly above written.	e Grantor has hereunto set his hand and seal, or if corporate, has caused this instrume rized officers and its seal to be hereunto affixed by authority of its Board of Directors, to B & D Investments, a North General Partnership	Directors, the day and year nist
By:ATTEST:	President By: Kichard J. Zeityogel, G	(SEAL) Teneral Partner Will (Skal) Eneral Partner
	ry (Corporate Seal)	(SEAL)
MANN JOHNSTON STANNOTARY PUBLIC SEORSYTH COUNTY, N. C	NORTH CAROLINA, Forsyth county. I, a Notary Public of the County and State aforesaid, certify that Richard J. Zee William F. Haubrich, General Partners of B & D Investment personally appeared before me this day and acknowledged the execution of the foregoing is hand and official stamp or seal, this 18th day of July 19.85. My commission expires. Maach 26, 1990	S Grantor,
SEAL-STAMP	NORTH CAROLINA,County. I, a Notary Public of the County and State aforesaid, certify that personally came before me this day and acknowledged that he is a North Carolina corporation, and given and as the act of the corporation, the foregoing instrument was signed in its name President, sealed with its corporate seal and attested by as its Witness my hand and official stamp or seal, this day of,	Secretary of that by authority duly by its Secretary.
The foregoing Certificate(s) is, are certified to be corrective page hereof.	M. Johnston N. Joney & D. N. C. s instrument and this certificate are duly registered at the date and time and in the Book at E. Speas, Houster of Deeds REGISTER OF DEEDS FOR TOWN	and Page shown on the
N. C. Bar Asso PROBATE T	Deputy-Assistant-Register of Deeds. Deputy-Assistant-Register of Deeds. Deputy-Assistant-Register of Deeds.	P1029

Beginning at a point in the eastern boundary line of the 2.265 acre tract conveyed to JWR Building Company, said point also being the northwest corner of the 2.092 acre tract conveyed to B & D Investments in Book 1423, page 797, Forsyth County Registry, and thence with the said eastern boundary line of JWR Building Company, North 01° 50' 42" East 228.07 feet to a point, said point being the southwest corner of the 2.636 acre tract conveyed to Hancock and Wright in Deed Book 1416, page 1897, Forsyth County Registry; thence with the southern boundary line of the said Hancock and Wright, North 89° 09' 30" East 400 feet to a point; thence South 01° 50' 42" West 228.07 feet to a point, said point being the northeast corner of the said B & D Investment property; thence with the northern boundary line of said B & D Investments property, South 89° 09' 30" West 400 feet to the point and place of beginning, and containing 2.092 acres as shown on a survey dated September 6, 1983 and revised September 8, 1983 by Cates-Bennett, Associates.

Being a portion of the 15.817 acre tract conveyed by Great Gulf Corporation to Alpine Beverage Distributing, Inc. as recorded in Book 1413, page 650, Forsyth County Registry.

Conveyed herewith is a nonexclusive easement for ingress, regress and recess and for the installation and maintenance of utility lines of all types over a 30-foot wide strip of land described as follows: Beginning at an iron stake in the southern right-of-way line of Indiana Avenue (formerly Walker and Piney Grove Roads), said beginning point being the northwest corner of the 15.71 acre tract conveyed to Great Gulf Corporation in Deed Book 1281, page 170, Forsyth County Registry, and running thence South 07° 52' West 156.63 feet to an iron stake, said iron stake being the northeast corner of the 2.265 acre tract conveyed to JWR Building Company; thence South 01° 50' 42" West 267.62 feet to a point, said point being the northwest corner of the 2.092 acre tract conveyed to B & D Investments; thence North 89° 09' 30" East 30.03 feet to a point; thence North 01° 50' 42" East 268.77 feet to a point; thence North 07° 52' West 159.12 feet to a point in the southern right-of-way line of Indiana Avenue; thence with said southern right-of-way line, South 82° 15' West 30.0 feet to an iron stake, the point and place of beginning.

The easement described above shall be in appurtenance to and shall run with the title to the said 2.092 acre tract described above and by acceptance of this deed, the grantee, its successors and assigns, agree that they will pay their equitable, pro rata share of the maintenance and upkeep of said easement it being agreed that the grantee's share shall be 23% of the cost of such maintenance and upkeep.