DRAWN BY: RONALD A. MATAMOROS

RETURN TO: HOUSE, BLANCO & OSBORN BOX 230

FIRST FINANCIAL SAVINGS & LOAN ASSOCIATION, INC
DEED OF TRUST

NORTH CAROLINA)
)
FORSYTH COUNTY)

THIS INDENTURE made this the 28th day of February, 19 86, by and between TOWERGATE ASSOCIATES of the County of Forsyth, North Carolina, hereinafter called "Trustor", whether one or more; Barbara Wall Spearman hereinafter called "Trustee", and FIRST FINANCIAL SAVINGS & LOAN ASSOCIATION, INC., a North Carolina corporation, hereinafter called "Beneficiary";

W I T N E S S E T H:

WHEREAS, Trustor is indebted to Beneficiary in the principal amount of ONE MILLION THIRTY-EIGHT THOUSAND AND NO/100* * * * * * Dollars ($ 1,038,000.00) as evidenced by a Note of even date herewith, payable with interest as specified therein at P. O. Box 190, Lewisville, North Carolina, or at such other place as the holder thereof from time to time may designated in writing, said Note being due or having a final payment due on March 1 19 89 ; and

WHEREAS, this Deed of Trust secures a Note given to secure a present obligation of the maker or makers in the total amount secured of $ 1,038,000.00 .

WHEREAS the property hereinafter described is conveyed herein to secure the payment of the indebtedness, interest, taxes, charges, assessments, insurance premiums and other obligations of Trustor as herein expressly provided, and to secure the performance of all of the conditions, covenants and agreements as set forth in the aforesaid Note;

NOW, THEREFORE, in consideration of the indebtedness now or hereafter evidenced by the Note, and for the purpose of securing the payment and performance evidenced therein, and in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations paid to Trustor by Trustee, the receipt of which is hereby acknowledged, Trustor has bargained, sold, granted and conveyed and by these presents does bargain, sell and convey to Trustee, his heirs, successors and assigns, the following property situated in the County of Forsyth, State of North Carolina, and more particular described as follows:

SEE "EXHIBIT A" ATTACHED HERETO AND MADE A PART HEREOF.

Together with all the buildings, fixtures and improvements thereon and all rights, easements, hereditaments and appurtenances thereunto belonging, including all heating, plumbing, ventilating, lighting good, equipment and other tangible and intangible property now or hereafter acquired, attached to or reasonably necessary to the use of such premises. COLLATERAL IS OR INCLUDES FIXTURES.

TO HAVE AND TO HOLD, the same, with all rights, privileges and appurtenances thereunto belonging to said Trustee, his heirs, assigns, and successors in trust, upon the trust and for the uses and purposes hereinafter set forth, and no other;

AND TRUSTOR covenants to and with Trustee and Beneficiary that Trustor is seized of said premises in fee; that Trustor has the right to covey same in fee simple; that the same are free and clear from all encumbrances and restrictions not specifically mentioned herein; and that Trustor does hereby forever warrant and will forever defend the title to same against the lawful claims of all persons whomsoever.

AND TRUSTOR FURTHER COVENANTS AND AGREES AS FOLLOWS:

1. PAYMENT: To pay the sum or sums specified above and as more particularly provided in the Note or Notes evidencing same, with interest thereon.

2. TAXES AND CHARGES: To pay, within sixty (60) days after they come due and payable, and before any penalty or interest shall be charged thereon, all general and special taxes, charges and assessments of every kind and nature that may be levied, assessed or be or become a lien on the premises and property herein described, whether the same be for state, county or city purposes, and to furnish annually to Beneficiary, immediately after payment, certificates or receipts of the proper authorities showing full payment of same.

That in the event of failure of Trustor to pay all of the aforesaid taxes, assessments and charges as hereinabove provided, Beneficiary shall have the option to advance the necessary funds to pay said taxes, assessments and charges; and all amounts so expended by Beneficiary for taxes, charges and assessments, as herein provided, shall be charged hereunder as principal money secured by this Deed of Trust and shall bear interest at the same rate as the principal indebtedness secured hereby, payable upon demand or otherwise as Beneficiary may determine. After any such advances are made, Beneficiary may apply any funds received hereunder to principal, advances or interest as Beneficiary may determine and Beneficiary will not held to have waived any rights accruing to Beneficiary by the payment of any sum hereunder and particularly the right to declare this Deed of Trust in default

by the reason of failure of performance of this condition or the non-payment of the indebtedness secured.

3. INSURANCE: To secure, maintain and keep in force with an insurance company or companies approved by Beneficiary an insurance policy or policies providing fire, extended coverage, malicious mischief and vandalism coverage and such other insurance as may be required by Beneficiary from time to time upon the buildings, fixtures and improvements now or hereafter situate upon the premises in an amount equal to the maximum insurable value of the same or such amount as shall be approved by Beneficiary, whichever shall be the lesser sum; and to keep the policy or policies therefor constantly assigned and delivered to Beneficiary with subrogation clauses satisfactory to Beneficiary providing the right and power in Beneficiary to demand, receive and collect any and all money becoming payable thereunder and to apply same toward the payment of the indebtedness hereby secured, unless the same is otherwise paid.

That in the event of failure of Trustor to pay all of the aforesaid insurance premiums, as hereinabove provided, Beneficiary shall have the option to advance the necessary funds to pay said insurance premiums, and all amounts so expended by Beneficiary for insurance premiums, as herein provided, shall be charged hereunder as principal money secured by this Deed of Trust and shall bear interest at the same rate as the principal indebtedness secured hereby, payable upon demand or otherwise as Beneficiary may determine. After any such advances are made, Beneficiary may apply any funds received hereunto to principal, advances or interest as Beneficiary may determine and Beneficiary will not be held to have waived any rights accruing to Beneficiary by the payment of any sum hereunder and particularly the right to declare this Deed of Trust in default by the reason of failure of performance of this condition or the non-payment of the indebtedness secured.

4. REPAIRS: To keep all buildings and improvements now or hereafter situate upon the premises in good order and repair, to comply with all governmental requirements respecting the premises or their use, and to neither commit or permit any waste, nor to alter, add to or remove any of said buildings or improvements without the written consent of Beneficiary.

5.. TITLE DEFECTS: To pay to Beneficiary any and all sums, including costs, expenses and reasonable attorneys' fees which Beneficiary may incur or expend in any proceeding, legal or otherwise, which Beneficiary shall deem necessary to sustain the lien of this Deed of Trust or its priority.

6. ACCELERATION: That in the vent (a) Trustor shall default in any respect in the performance of any one or more covenants, conditions, or agreements specified herein; or (b) for any reason Trustor's covenant to pay all taxes specified above shall be or become legally inoperative or unenforceable in any particular; or (c) for any reason Trustor shall fail to provide and maintain the necessary insurance as hereinabove required; or (d) any lien, charge or encumbrance prior to or affecting the validity of this Deed of Trust be found to exits, or proceedings be institute to enforce any lien, charge or encumbrance against any of said premises; or (e) the removal or demolition of any of the buildings or improvements now or hereafter situate upon the premises is threatened; or (f) Trustor be declared bankrupt or insolvent, or abandon the premises; or (g) for any reason Trustor shall default in any respect in the performance of any one or more of the covenants, agreements or conditions specified herein; then upon the occurrence of any such event, the entire balance of the principal, advances and interest, shall become due and payable immediately at the option of the Beneficiary, and neither the advance of funds by Beneficiary under any of the terms and provisions hereof nor the failure of Beneficiary to exercise promptly any right top declare the maturity of the debt under any of the foregoing conditions shall operate as a waiver of

Beneficiary's right to exercise such option thereafter as to any past or current default.

7. CASUALTY LOSS OR CONDEMNATION: In the event of any loss covered by insurance assigned to Beneficiary hereunder, or in the event that the premises hereby conveyed, or any part thereof shall be condemned and taken under power of eminent domain, Trustor shall give immediate written notice to Beneficiary and Beneficiary shall have the right to receive and collect any proceeds of such insurance and all damages awarded by reason of such taking, and the right to such proceeds and damages is hereby assigned to Beneficiary who shall have the discretion to apply the amount so received, or any part thereof, toward the principal indebtedness due hereunder or toward the alteration, repair or restoration of the premises by Trustor.

8. ASSIGNMENT OF RENTS: Trustor hereby assigns to Beneficiary any and all rents or emoluments from the premises herein described, and in the event of any default hereunder, the Trustor hereby authorizes Beneficiary's agents to enter upon and take possession of the premises or any part thereof, to rent same for the account of Trustor at any rent satisfactory to Beneficiary, to deduct from such rents or emoluments received all necessary and reasonable costs and expenses of collection and administration, and to apply the remainder on account of the indebtedness hereby secured.

9. APPOINTMENT OF RECEIVER: Beneficiary, immediately upon default herein, or upon proceedings being commenced for the foreclosure of this Deed of Trust, may apply ex parte for and as a matter of right be entitled to the appointment of a receiver of the rents and emoluments of the premises, without notice and without reference to the value of the premises or the solvency of any persons or entities liable hereunder.

10. SUBSTITUTION OF TRUSTEE: Beneficiary and the successors or assigns of same are hereby authorized and empowered at any time or times hereafter, at Beneficiary's sole option, without specifying any reason for such action, to remove any Trustee or successor hereunder, and in such event of the death, resignation or other incapacity of any Trustee, to appoint a successor in his place by an instrument duly recorded in the Office of the Register of Deeds of the County in which this Deed of Trust is recorded and such substitute Trustee or Trustees shall thereupon become vested with all the rights, powers, duties and obligations herein conferred upon the Trustee; it be expressly understood that the rights and powers herein conferred shall be in addition to, and not in derogation of, any other rights, powers and privileges under then existing law with reference to the substitution of trustees.

11. ADVANCES: Beneficiary and the successors or assigns of same upon default of Trustor in any respect in the performance of any one or more of the covenants or agreements specified herein, may perform, at its option, such defaulted covenant or agreement and my advance such funds as it may deem necessary for this purpose, and all such advances and other funds expended by Beneficiary under the terms and provisions hereof shall be payable upon demand or otherwise as Beneficiary shall determine, shall bear interest at the maximum lawful rate until repaid, and shall be secured by this Deed of Trust and any other security interest given to secure the loan secured by this Deed of Trust. After any such advances are made, Beneficiary may apply any funds received hereunder to principal, advances or interest as it, in its sole discretion, may determine.

12. CONVEYANCE - DEFAULT: In the event Trustor conveys to any other party an interest in said premises or any part thereof without the prior written consent of Beneficiary or its

successors or in the event Trustor shall sell or otherwise dispose of said premises or any part thereof without the prior written consent of Beneficiary, Beneficiary at its election may declare the entire indebtedness hereby secured to be immediately due and payable, without notice to Trustor or its successors, which notice said Trustor and any successor to Trustor in interest hereby expressly waives, and upon such declaration the entire indebtedness hereby secured shall be immediately due and payable, anything herein or in the said promissory note to the contrary notwithstanding.

13. CROSS DEFAULT: In the event of default by Trustor in the performance (1) of Trustor's obligations under this deed of trust, (2) of any other obligation of Trustor to the holder of Deed of Trust, whether at the same branch or otherwise, (3) of default or failure to perform any of the conditions or covenants of the note secured by said Deed of Trust or any security agreement given to secure said note, such default may be deemed, at the option of the holder of the note secured by the Deed of Trust, a default in all indebtedness due said holder and the whole sum of the principal and interest of the debt evidenced by the note secured by this Deed of Trust and all of the other indebtedness due to holder by Trustor shall, at the option of the holder of said note, become due and payable immediately, and this deed of trust and all other security interest for the benefit of or held by the holder may be foreclosed at once.

14. TERMS: The term "Trustor" as used herein shall include, jointly and severally, all parties hereinbefore named as "Trustor", whether one or more and whether individual, corporate or otherwise, and their heirs, legal representatives and assigns, and any subsequent owners of the property hereby conveyed, and the term "Beneficiary" as used herein shall include any lawful owner or holder of the indebtedness secured hereby whether one or more.

15. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN COLLATERAL: If all or any part of the property or an interest therein is sold or transferred (of if a beneficial interest in Trustor is sold or transferred and Trustor is not a natural person) without Beneficiary's prior written consent, Beneficiary may, at Beneficiary's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. However, this option shall not be exercised by Beneficiary if exercise is note authorized by Federal Law.

If Beneficiary exercises such option to accelerate, Beneficiary shall mail Trustor notice of acceleration to the Trustor's last known address giving Trustor at least 30 days to pay in full. Such notice shall provide a period of not less than 30 days form the date the notice is mailed within which Trustor may pay the sums declared due. If Trustor fails to pay such sums prior to the expiration of such period, Beneficiary may , without further notice or demand on Trustor, invoke any remedies permitted for default as provided by this Deed of Trust.

BUT THIS CONVEYANCE IS MADE UPON THIS SPECIAL TRUST that if Trustor shall pay or cause to be paid to Beneficiary the aforesaid indebtedness in accordance with the terms and conditions of the note or notes evidencing the same, and at the time and place therein mentioned for the payment thereof, together with all interest thereon and all taxes, charges, assessments and any premiums for insurance hereby secured, as hereinabove expressly agreed, and shall perform and observe all the covenants, conditions and agreements herein, then and in that event this Deed of Trust shall become null and void and shall be cancelled or released of record.

BUT IF DEFAULT shall occur in the payment of said indebtedness, interest or any part of either, or any note or bond given in renewal in whole or in part thereof, or of any taxes, charges, assessments or insurance premiums, or other default as hereinabove provided, or by reason of the failure of Trustor to perform and observe each and every covenant, condition and

agreement specified in this Deed of Trust, then in all or any of said event, the dull principal sum, advances and interest thereon, at the option of Beneficiary as hereinabove provided, shall become immediately due and payable without further notice, and it shall be lawful for and upon the request of Beneficiary, it shall become the duty of Trustee hereby authorized, empowered and directed, to advertise and sell under this Deed of Trust the land and property herein described, at public sale, to the highest bidder for cash and in one or more parcels, after first giving such notice of hearing as to commencement of foreclosure proceedings and obtaining such findings or leave of court as then may be required by applicable law, and thereafter giving such notice and advertising of the time and place of such sale in such manner as then may be required by applicable law; and upon such sale and any resales in accordance with the law then relating to foreclosure proceedings, and upon collection of the purchase money arising therefrom, to make and deliver to the purchaser or purchasers, their heirs, successors or assigns, a proper deed or deeds therefor, and to pay from the proceeds arising from such sale: first, all costs an expenses incident to said sale, including as compensation for his services an amount equal to five per cent (5%) of the gross proceeds of such sale or $150 whichever is greater, together with reasonable attorneys' fees for legal services actually performed; second, all taxes or assessments then constituting a lien against said premises other than those advertised and sold subject to; third, the unpaid principal, interest, and such sums advanced by Beneficiary as herein provided; and fourth, the balance to Trustor or such other person entitled thereto, or to the Clerk of Court of the County in which said foreclosure proceedings were instituted, or as then may be authorized or directed by applicable law.

It is further provided that in the event foreclosure is terminated upon the request of Trustor prior to delivery of the deed of Trustee as aforesaid, Trustor shall pay unto Trustee all costs and expenses incident to said foreclosure, including as compensation for his services an amount equal to 50 per cent of the compensation to which he would have been entitled upon delivery of the deed as aforesaid if such termination is prior to any hearing then required by applicable law; 75 per cent of such amount if such termination is after such hearing but before any sale hereunder; and the full amount if such termination is at any time after such sale; together with reasonable attorneys' fees for legal services actually performed to the date of such termination and reasonable attorneys' fees, if any, as provided in the evidence of indebtedness secured by this Deed of Trust.

It is further provided that the compensation herein allowed to Trustee shall constitute a lien on siad property immediately upon request of sale as aforesaid, and that Trustee shall suffer no liability by virtue of Trustee's acceptance of this trust, except such as may be incurred by Trustee's failure to advertiseand sell said property if so requested or a failure to account for the proceeds thereof.

The covenants herein contained shall bind and the benefits and advantages shall inure to the respective heirs, executors, administrators, successors or assigns of the parties hereto.

IN TESTIMONY WHEREOF, each Trustor has hereunto set his hand and adopted as his seal the word "Seal" appearing beside his name, the day and year first above written.

Tavegate Associates
A Partnership of North Carolina

By: _____ (SEAL)
General Partner

By: _____ (SEAL)
General Partner

SEE ATTACHED PAGE FOR SIGNATURES TO THIS DEED OF TRUST.

BY: FHS ASSOCIATES, Partner

By: _____ (SEAL)
Partner

By: _____ (SEAL)
Gary W. Elliott - Partner

By: _____ (SEAL)
Nancy Southard - Partner

By: _____ (SEAL)
Philip H. McKinley - Partner

By: _____ (SEAL)
Raymond Marshall - Partner

BY: ALL-SOUTH MANAGEMENT COMPANY, Partner

By: _____ (SEAL)
Partner
Pres.

All-South Mgmt Co. Corp. Seal

Attest: _____
Asst. Sec

(SEE SEPARATE SIGNATURE PAGE FOR ADDITIONAL PARTNER)

BOOK 1530 PG 251

SIGNATURES TO
THAT CERTAIN DEED OF TRUST
FROM TOWERGATE ASSOCIATES
TO SHUGART DEVELOPMENT CO., INC.,
DATED FEBRUARY 28, 1986

TOWERGATE ASSOCIATES, a Partnership

BY: S & A PARTNERSHIP, Partner

By: _____ (SEAL)
Partner

By: _____ (SEAL)
Claude R. Horn, Jr. - Partner

By: _____ (SEAL)
Stephen H. Homer - Partner

By: _____ (SEAL)
William Elesha - Partner

By: _____ (SEAL)
Michael H. Rubin - Partner

By: _____ (SEAL)
Thomas J. Koontz - Partner

By: _____ (SEAL)
Richard R. Guidetti - Partner

By: _____ (SEAL)
Paul J. Beerman - Partner

By: _____ (SEAL)
John E. Phillips - Partner

By: _____ (SEAL)
Alonzo D. Kornegay - Partner

BY: B & D INVESTMENTS, Partner

By: _____ (SEAL)
Partner

By: _____ (SEAL)
James S. Gibbs - Partner

By: _____ (SEAL)
Richard Adams - Partner

By: _____ (SEAL)
Elms L. Allen - Partner

(CONTINUED ON FOLLOWING PAGE)

STATE OF NORTH CAROLINA - County of Forsyth

I, Ronald A. Matamoros, a Notary Public of County, North Carolina, certify that LARRY ALEXANDER, Partner of S & A PARTNERSHIP, a Partner of TOWERGATE ASSOCIATES, a partnership, personally appeared before me this day and acknowledged the execution of the foregoing instrument for and on behalf of said Partnership.

WITNESS my hand and official stamp or seal, this 26 day of February, 1986.

Notary Public

My commission expires:

NOTARIAL STAMP/SEAL:

OFFICIAL SEAL
Notary Public, North Carolina
County of Forsyth
RONALD A. MATAMOROS
...y commission expires Nov. 16, 1988

STATE OF NORTH CAROLINA - County of Forsyth

I, Ronald A. Matamoros, a Notary Public of Forsyth County, North Carolina, certify that CLAUDE R. HORN, JR., STEPHEN H. HOMER, WILLIAM ELESHA, MICHAEL H. RUBIN, THOMAS J. KOONTZ, RICHARD R. GUIDETTI, PAUL J. BEERMAN, JOHN E. PHILLIPS, ALONZO D. KORNEGAY, JAMES S. GIBBS, ELMS L. ALLEN, GARY W. ELLIOTT, and NANCY SOUTHARD, Partners of TOWERGATE ASSOCIATES, a partnership, personally appeared before me this day and acknowledged the execution of the foregoing instrument for and on behalf of said Partnership.

WITNESS my hand and official stamp or seal, this 26 day of February, 1986.

Notary Public

My commission expires:

NOTARIAL STAMP/SEAL:

OFFICIAL SEAL
Notary Public, North Carolina
County of Forsyth
RONALD A. MATAMOROS
...y commission expires Nov. 16, 1988

STATE OF NORTH CAROLINA - County of Forsyth

I, Ronald A. Matamoros, a Notary Public of Forsyth County, State of North Carolina, certify that PAUL H. BAILEY, Partner of B & D INVESTMENTS, a Partner of TOWERGATE ASSOCIATES, a partnership, personally appeared before me this day and acknowledged the execution of the foregoing instrument for and on behalf of said Partnership.

WITNESS my hand and official stamp or seal, this 26 day of February, 1986.

Notary Public

My commission expires:

NOTARIAL STAMP/SEAL:

OFFICIAL SEAL
Notary Public, North Carolina
County of Forsyth
RONALD A. MATAMOROS
...y commission expires Nov. 16, 1988

STATE OF NORTH CAROLINA - County of Forsyth

I, Ronald A. Matamoros, a Notary Public of Forsyth County, State of North Carolina, certify that RICHARD ADAMS, Partner of TOWERGATE ASSOCIATES, a partnership, personally appeared before me this day and acknowledged the execution of the foregoing instrument for and on behalf of said Partnership.

WITNESS my hand and official stamp or seal, this 25 day of Febry, 1988.

Notary Public

My commission expires:

NOTARIAL STAMP/SEAL:

OFFICIAL SEAL
Notary Public, North Carolina
County of Forsyth
RONALD A. MATAMOROS
My commission expires Nov. 16, 1988

STATE OF NORTH CAROLINA - County of Forsyth

I, Ronald A. Matamoros, a Notary Public of Forsyth County, State of North Carolina, certify that JOHN E. FAULK, Partner of FHS ASSOCIATES, Partner of TOWERGATE ASSOCIATES, a partnership, personally appeared before me this day and acknowledged the execution of the foregoing instrument for and on behalf of said Partnership.

WITNESS my hand and official stamp or seal, this 26 day of Febry, 1988.

Notary Public

My commission expires:

NOTARIAL STAMP/SEAL:

OFFICIAL SEAL
Notary Public, North Carolina
County of Forsyth
RONALD A. MATAMOROS
My commission expires Nov. 16, 1988

STATE OF NORTH CAROLINA - County of Forsyth

I, Ronald A. Matamoros, a Notary Public of Forsyth County, State of North Carolina, certify that RAYMOND M. MARSHALL, Partner of TOWERGATE ASSOCIATES, a partnership, personally appeared before me this day and acknowledged the execution of the foregoing instrument for and on behalf of said Partnership.

WITNESS my hand and official stamp or seal, this 26 day of Febry, 1988.

Notary Public

My commission expires:

NOTARIAL STAMP/SEAL:

OFFICIAL SEAL
Notary Public, North Carolina
County of Forsyth
RONALD A. MATAMOROS
My commission expires Nov. 16, 1988

STATE OF NORTH CAROLINA - County of Forsyth

I, Ronald A Matamoros, a Notary Public of Forsyth County, State of North Carolina, certify that PHILIP H. McKINLEY, Partners of TOWERGATE ASSOCIATES, a partnership, personally appeared before me this day and acknowledged the execution of the foregoing instrument for and on behalf of said Partnership.

WITNESS my hand and official stamp or seal, this 26 day of Febuary, 1986.

Notary Public

My commission expires:

NOTARIAL STAMP/SEAL:

OFFICIAL SEAL
Notary Public, North Carolina
County of Forsyth
RONALD A. MATAMOROS
My commission expires Nov. 16, 1988

STATE OF NORTH CAROLINA - County of FORSYTH

I, Lisa A. Overby, a Notary Public of Forsyth County, North Carolina, certify that ~~Ronald A Matamoros~~ Neal E Tackabery personally appeared before me this day and acknowledged that (s)he is the Assistant Secretary of ALL-SOUTH MANAGEMENT COMPANY, a corporation and a Partner of TOWERGATE ASSOCIATES, a Partnership, and that by authority duly given and as the act of the corporation on behalf of the Partnership, the foregoing instrument was signed in its name by its _____ President, sealed with its corporate seal and attested by ~~Ronald A Matamoros~~ Neal E. Tackabery as its Assistant Secretary.

WITNESS my hand and official stamp or seal, this 28th day of February, 1986.

Lisa A. Overby
Notary Public

My commission expires:
2-22-89

NOTARIAL STAMP/SEAL:

NOTARY PUBLIC • OFFICIAL SEAL
Lisa A. Overby
My commission expires
2-22-89
County of Forsyth
NORTH CAROLINA

TOWERY.RAM/lo

SEPARATE SIGNATURE PAGE
TO DEED OF TRUST
FROM TOWERGATE ASSOCIATES
TO FIRST FINANCIAL SAVINGS & LOAN ASSOCIATION, INC.
DATED FEBRUARY 26, 1986

Brady Warner (SEAL)
Brady Warner - Partner

STATE OF: California - County of Santa Barbara

I, Cay S. Walton, a Notary Public of Santa Barbara County, ~~North Carolina~~, certify that BRADY WARNER, Partner of TOWERGATE ASSOCIATES, a Partnership, personally appeared before me this day and acknowledged the execution of the foregoing instrument for and on behalf of said Partnership.

WITNESS my hand and official stamp or seal, this 26 day of February, 1986.

Cay Walton
Notary Public

My commission expires:
11/3/89

NOTARIAL STAMP/SEAL:

OFFICIAL SEAL
CAY WALTON
Notary Public-California
SANTA BARBARA COUNTY
My Comm. Exp. Nov. 3, 1989

STATE OF NORTH CAROLINA—Forsyth County

The foregoing (or annexed) certificate S of Ronald A. Natomora & Lisa A. Overby Notaries Public Forsyth Co. N.C. & Cay Walton, N.P. Santa Barbara Co., Calif.
(here give name and official title of the officer signing the certificate passed upon)

~~is~~ (are) certified to be correct. This the 28 day of Feb. 1986.

PRESENTED FOR REGISTRATION
FEB 28 4 01 PM '86
L. E. SPEAS
REGISTER OF DEEDS
FORSYTH CTY. N.C.

L. E. Speas, Register of Deeds
By Karen Hardee Deputy-~~Assistant~~

Probate and Filing Fee $ 29.00 paid

BOOK 1530 PG 256

EXHIBIT A

BEING all that property designated as "Section Two, Towergate," and being recorded in Plat Book 30, Page 141, Forsyth County Registry of Deeds.

BOOK 1530PG257

ADJUSTABLE RATE LOAN RIDER

NOTICE: THE SECURITY INSTRUMENT SECURES A NOTE WHICH CONTAINS A PROVISION ALLOWING FOR CHANGES IN THE INTEREST RATE. INCREASES IN THE INTEREST RATE WILL RESULT IN HIGHER PAYMENTS. DECREASES IN THE INTEREST RATE WILL RESULT IN LOWER PAYMENTS.

This Rider is made this ...28... day of ..February....., 1986..., and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to .....
.....FIRST.FINANCIAL.SAVINGS.AND.LOAN.ASSOCIATION,.INC.....
(the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at ..BETHABARA.ROAD,..WINSTON-SALEM,..NORTH.CAROLINA.....
Property Address

Modifications. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note has an "Initial Interest Rate" of 10.75%. The Note interest rate may be increased or decreased on the ..... day of the month beginning on ... April 1....., 19. 87.. and on that day of the month every ..... months thereafter.

Changes in the interest rate are governed by changes in an interest rate index called the "Index". The Index is the:

[Check one box to indicate Index.]

(1) ☐* "Contract Interest Rate, Purchase of Previously Occupied Homes, National Average for all Major Types of Lenders" published by the Federal Home Loan Bank Board.

(2) ☒* The weekly average yield on United States Treasury securities adjusted to a constant maturity of one year, as made available by the Federal Reserve Board.....

[Check one box to indicate whether there is any maximum limit on changes in the interest rate on each Change Date; if no box is checked there will be no maximum limit on changes.]

(1) ☒ There is no maximum limit on changes in the interest rate at any Change Date.

(2) ☐ The interest rate cannot be changed by more than ..... percentage points at any Change Date.

If the interest rate changes, the amount of Borrower's monthly payments will change as provided in the Note. Increases in the interest rate will result in higher payments. Decreases in the interest rate will result in lower payments.

B. LOAN CHARGES

It could be that the loan secured by the Security Instrument is subject to a law which sets maximum loan charges and that law is interpreted so that the interest or other loan charges collected or to be collected in connection with the loan would exceed permitted limits. If this is the case, then: (A) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (B) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower.

C. PRIOR LIENS

If Lender determines that all or any part of the sums secured by this Security Instrument are subject to a lien which has priority over this Security Instrument, Lender may send Borrower a notice identifying that lien. Borrower shall promptly act with regard to that lien as provided in paragraph 4 of the Security Instrument or shall promptly secure an agreement in a form satisfactory to Lender subordinating that lien to this Security Instrument.

D. TRANSFER OF THE PROPERTY

If there is a transfer of the Property subject to paragraph 15of the Security Instrument, Lender may require (1) an increase in the current Note interest rate, or (2) an increase in (or removal of) the limit on the amount of any one interest rate change (if there is a limit), or (3) a change in the Base Index figure, or all of these, as a condition of Lender's waiving the option to accelerate provided in paragraph 15.

By signing this, Borrower agrees to all of the above. SEE ATTACHED PAGE FOR SIGNATURES TO THIS RIDER.

By.....(Seal)
General Partner —Borrower

By.....(Seal)
General Partner —Borrower

By_____(SEAL)
General Partner

By_____(SEAL)
General Partner

** If more than one box is checked or if no box is checked, and Lender and Borrower do not otherwise agree in writing, the first Index named will apply.*

SIGNATURES TO
THAT CERTAIN ADJUSTABLE RATE LOAN RIDER
FROM TOWERGATE ASSOCIATES
TO SHUGART DEVELOPMENT CO., INC.,
DATED FEBRUARY 28, 1986

TOWERGATE ASSOCIATES, a Partnership

BY: S & A PARTNERSHIP, Partner

By: _____ (SEAL)
Partner

By: _____ (SEAL)
Claude R. Horn, Jr. - Partner

By: _____ (SEAL)
Stephen H. Homer - Partner

By: _____ (SEAL)
William Elesha - Partner

By: _____ (SEAL)
Michael H. Rubin - Partner

By: _____ (SEAL)
Thomas J. Koontz - Partner

By: _____ (SEAL)
Richard R. Guidetti - Partner

By: _____ (SEAL)
Paul J Beerman - Partner

By: _____ (SEAL)
John E. Phillips - Partner

By: _____ (SEAL)
Alonzo D. Kornegay - Partner

BY: B & D INVESTMENTS, Partner

By: _____ (SEAL)
Partner

By: _____ (SEAL)
James S. Gibbs - Partner

By: _____ (SEAL)
Richard Adams - Partner

By: _____ (SEAL)
Elms L. Allen - Partner

(CONTINUED ON FOLLOWING PAGE)

BY: FHS ASSOCIATES, Partner

By: _____ (SEAL)
Partner

By: _____ (SEAL)
Gary W. Elliott - Partner

By: _____ (SEAL)
Nancy Southard - Partner

By: _____ (SEAL)
Philip McKinley - Partner

By: _____ (SEAL)
Raymond Marshall - Partner

BY: ALL-SOUTH MANAGEMENT COMPANY, Partner

By: _____ (SEAL)
Pres Partner

(SEE SEPARATE SIGNATURE PAGE FOR ADDITIONAL PARTNER)

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BOOK 1530 PG 0260

SEPARATE SIGNATURE PAGE
TO ADJUSTABLE RATE LOAN RIDER
FROM TOWERGATE ASSOCIATES
TO FIRST FINANCIAL SAVINGS & LOAN ASSOCIATION, INC.
DATED FEBRUARY 28, 1986

Brady Warner (SEAL)
Brady Warner - Partner

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BOOK 1530 PO261