. 108	Mail to: N. Alan Bennett's box
Commercial Deed o	of Trust
THIS DEED OF TRUST is made this 30th day of June	, 19 86
among the Grantor,D & D Enterprises, A Partnership	(herein
"Borrower"), THOMAS M. FAW (herein "Trustee"), and the Beneficiary, WORKMEN'S F erally Chartered Savings Bank the address of which is 541 NORTH MA (herein "Lender").	FEDERAL SAVINGS Bank a Fed- IN STREET, MOUNT AIRY, NORTH CAROLINA. 27030,
WITNESSETH:	
WHEREAS, Borrower is indebted to Lender as evidenced by a Promissory Note (her	
payable to Lender, or order, in the principal sum ofTwenty~Four_Thousand_Three	Hundred Seventy-Five and no/100
with interest thereon, and	
WHEREAS, the parties hereto desire for this Deed of Trust to secure the prompt payme	
WHEREAS, this Deed of Trust is further security for any future advances to Borrower date hereof and prior to the release and cancellation of this Deed of Trust.	
NOW THEREFORE, Borrower, in consideration of the indebtedness herein recited a	and the trust herein created, irrevocably grants and conveys
to Trustee and Trustee's successors and assigns, in trust, with power of sale, the followin State of North Carolina. Included in said described property is the address of the property	ig described property located in the county of <u>Forsyth</u> . ty described thereon (herein 'Property Address')
Property Address: 4115 Old Greensboro Road, Winston-Salem	n, North Carolina 27101
TO HAVE AND TO HOLD unto Trustee and Trustee's successors and assigns, for erected on the property, and all easements, rights, appurtenances, rents (subject howevelect and apply such rents), royalties, mineral, oil and gas rights and profits, water, wat attached to the property, all of which, including replacements and additions thereto, shall by this Deed of Trust; and all of the foregoing, together with said property (or the lease referred to as the "Property";	ter rights and water stock, and all fixtures now or hereafter
TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the afore	esaid Note, in the initial principal sum ofTwenty-Four
Thousand Three Hundred Seventy-Five and no/100	with interest thereon providing for
monthly installments	of principal and interest, with the balance of the indebtedness.
if not sooner paid, due and payable onJuly 1, 2001	and providing for adjustments to the interest rate to be made

installment payment amount to reflect adjustments to the interest rate, (b) the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust. (c) the performance of the covenants and agreements of Borrower herein contained; and (d) the repayment of any obligatory future advances, with interest thereon, made by Borrower to Lender pursuant to the terms of this Deed of Trust (herein "Future Advances").

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property that the Property is unencumbered (subject to such exceptions as may be stated herein), and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property and subject to such exceptions as may be stated herein

Borrower and Lender further covenant and agree as follows:

- 1. PAYMENT OF PRINCIPAL AND INTEREST Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by
- 2. FUNDS FOR TAXES AND INSURANCE. Subject to applicable law or to a written waiver by Lender. Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein 'Funds') equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for mortgage insurance if any all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof

N. Alan Bennett This instrument was prepared by _

to reflect changes in an index therein identified and providing for adjustments in the

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a sharge. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within thirty (30) days from the date notice is mailed by Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender. If under the terms of this Deed of Trust, the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by

- 3. APPLICATION OF PAYMENTS. Unless applicable law provides otherwise, all payments received by Lender under the Note and Paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under Paragraph 2 hereof, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.
- 4. CHARGES: LIENS. Borrower shall pay all taxes, assessments, and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any, in the manner provided under Paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly. Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any tien which has priority over this Deed of Trust; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.
- 5. HAZARD INSURANCE. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Deed of Trust.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided under Paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender, Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in Paragraphs 1 and 2 hereof or change the amount of such installments. If under the terms of this Deed of Trust, the Property is acquired by Lender, all right, title, and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secures by this Deed of Trust immediately prior to such sale or acquisition.

- 6. PRESERVATION AND MAINTENANCE OF PROPERTY, LEASEHOLDS, CONDOMINIUMS, PLANNED UNIT DEVELOPMENTS. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. If this Deed of Trust is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Deed of Trust, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Deed of Trust as if the rider were a part hereof.
- 7. PROTECTION OF LENDER'S SECURITY. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Deed of Trust, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under Paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this Paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this Paragraph 7 shall require Lender to incur any expense or take any

- 8. INSPECTION. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.
- 9. CONDEMNATION. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Deed of Trust such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages. Borrower fails to respond to Lender within thirty (30) days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in Paragraphs 1 and 2 hereof or change the amount of such installments.

- 10. BORROWER NOT RELEASED. Extension of time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest.
- 11. FOREBEARANCE BY LENDER NOT A WAIVER. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.
- 12. REMEDIES CUMULATIVE. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently, or successively.
- 13. SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY; CAPTIONS. The covenants and agreements herein contained

Paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

- 14. NOTICE. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.
- 15. BORROWER'S COPY. Borrower shall be furnished a conformed copy of the Note and of this Deed of Trust at the time of execution or after recordation hereof.
- 16. TRANSFER OF THE PROPERTY; ASSUMPTION. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender, that the interest payable on the sums secured by this Deed of Trust shall be at such rate as Lender shall request notwithstanding any limitations on rate adjustments otherwise provided in the Note or this Deed of Trust, that the amount of monthly installment payments shall be in such amount as Lender shall request notwithstanding any limitations on payment adjustments otherwise provided in the Note or this Deed of Trust, and that such modifications as Lender shall request shall be made to those provisions of the Note and Deed of Trust which relate to the periodic adjustment of the interest rate and monthly installment payments. Lender may request the person to whom the property is to be sold or transferred to agree in writing to modifications which may include, but shall not be limited to (a) such new limitations on future increases and decreases in the interest rate and/or monthly installment payments as may be permitted by law; (b) such new times at which interest rate and/or installment payment adjustments scheduled for the future may take place as may be permitted by law; (c) establishment of a new interest rate which shall be deemed to be the initial interest rate of the loan for purposes of interest rate adjustments and adjustment limitations; and/or (d) adoption of any new index and/or initial index value to govern interest rate adjustments as may be permitted by law. If Lender has waived the option to accelerate provided in this Paragraph 16, and if Borrower's successor in interest has agreed to all of the above described conditions and modifications imposed by the Lender and has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Deed of Trust and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with Paragraph 14 hereof. Such notice shall provide a period of not less than thirty (30) days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by Paragraph 17 hereof.

17. ACCELERATION; REMEDIES. Except as provided in Paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender, at Lender's option, may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses, including attorney fees, incurred in pursuing the remedies provided in this Paragraph 17.

If Lender invokes the power of sale, and if it is determined in a hearing held in accordance with applicable law that Trustee can proceed to sale, Trustee shall take such action regarding notice of sale and shall give such notices to Borrower and to other persons as applicable law may require. After the lapse of such time as may be required by applicable law and after the publication of the notice of sale. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place designated by Trustee and under the terms designated in the notice of sale in one or more parcels and in such order as Trustee may determine. Lender or Lender's designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Proceeds of the sale shall be applied to all costs and expenses of the sale, including but not limited to, a Trustee's commission of five percent (5%) of the gross sale price and costs of title evidence, to all sums secured by this Deed of Trust, and otherwise as provided by applicable law. In the event foreclosure is commenced but not completed. Borrower shall pay all expenses incurred by Trustee and a partial commission computed on five percent (5%) of the outstanding indebtedness in accordance with the following schedule, to wit: one-fourth (½) thereof before the Trustee issues a notice of hearing on the right to foreclose; one-half (½) thereof after issuance of said notice; three-fourths (¾) thereof after such hearing; and the full commission after the initial sale.

- 18. BORROWER'S RIGHT TO REINSTATE. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to the earlier to occur of (i) the fifth day before sale of the Property pursuant to the power of sale contained in this Deed of Trust or (ii) entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Trust, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust and in enforcing Lender's and Trustee's remedies as provided in Paragraph 17 hereof, including, but not limited to, reasonable attorney's fees and the Trustee's commission computed as provided in Paragraph 17 hereof; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.
- 19. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property; provided that Borrower shall, prior to acceleration under Paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under Paragraph 17 hereof or abandonment of the Property. Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

20. Upon request of Borrower, Lender, at Lender's option within ten (10) years of the date of this Deed of Trust or any amendment thereto, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Deed of Trust when evidenced by promissory notes, stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Deed of Trust, sory notes, stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Deed of Trust, sory notes, stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Deed of Trust, sory notes, stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Deed of Trust, sory notes, stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Deed of Trust, sory notes, stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Deed of Trust, sory notes, stating that said notes are secured hereby.

rotect the security of this Deed of Trust, exceed the original amou		(S	
21. RELEASE. Upon payment of all sums secured by this Deprover. If Trustee is requested to release this Deed of Trust, all Trustee. Borrower shall pay all costs of recordation, if any. 22. SUBSTITUTE TRUSTEE. Lender may from time to time represent the summer of the county in which this Deed of succeed to all the title, power, and duties conferred upon the Trust. APPLICABLE LAW. This Deed of Trust shall be governed IN WITNESS WHEREOF, the Borrower has duty executed and	remove Trustee and a Trust is recorded. Wi istee herein and by ap	ppoint a successor trustee to any Truston thout conveyance of the Property, the opticable law. we of the State of North Carolina.	ustee appointed hereun e successor trustee shal
CORPORATE GRANTOR:			
CORPORATE GRANTOR: Attest:		Name of Corporatio	
	Ву	Name of Corporatio	
D & D ENTERPRISES, A PARTNERSHIP INDIVIDUAL GRANTOR:	By	Name of Corporatio	n

13

personally ary of	acorporation, and its	that by authority dul President sealed wit Not tate afores J. Reynol , a Partn	aid, certids, Partne	t of the corpora-
mmission Expires: NORTH CAROLINA, Forsyth David W. Kennedy, Partner being partners in D&D appeared before me this d foregoing instrument. With	acorporation, and its	that by authority dul President sealed wit Not tate afores J. Reynol , a Partn	aid, certids, Partne	t of the corpora-
mmission Expires: NORTH CAROLINA, Forsyth I, a Notary Public of the David W. Kennedy, Partner being partners in D & D appeared before me this deforegoing instrument. With this 304 day of 00000000000000000000000000000000000	County. County and S and Richard Enterprises ay and ackno	tate afores J. Reynol , a Partn	ary Public aid, certi ds, Partne	
mmission Expires: NORTH CAROLINA, Forsyth I, a Notary Public of the David W. Kennedy, Partner being partners in D & D appeared before me this deforegoing instrument. With this 304 day of 00000000000000000000000000000000000	County. County and S and Richard Enterprises ay and ackno	tate afores J. Reynol , a Partn	ary Public aid, certi ds, Partne	
mmission Expires: NORTH CAROLINA, Forsyth I, a Notary Public of the Control of	_County. County and S and Richard Enterprises ay and ackno	Not tate afores J. Reynol , a Partn wledged the	aid, certi ds, Partne ership per	. 19
NORTH CAROLINA, Forsymology, a Notary Public of the David W. Kennedy, Partner being partners in D & D appeared before me this deforegoing instrument. With this 304 day of 00000000000000000000000000000000000	_County. County and S and Richard Enterprises ay and ackno	tate afores J. Reynol , a Partn wledged the	aid, certi ds, Partne ership per	
NORTH CAROLINA, Forsymology, a Notary Public of the David W. Kennedy, Partner being partners in D & D appeared before me this deforegoing instrument. With this 304 day of 00000000000000000000000000000000000	_County. County and S and Richard Enterprises ay and ackno	tate afores J. Reynol , a Partn wledged the	aid, certi ds, Partne ership per	
NORTH CAROLINA, Forsymology, a Notary Public of the David W. Kennedy, Partner being partners in D & D appeared before me this deforegoing instrument. With this 304 day of 00000000000000000000000000000000000	_County. County and S and Richard Enterprises ay and ackno	tate afores J. Reynol , a Partn wledged the	ds, Partne ership per	
I, a Notary Public of the David W. Kennedy, Partner being partners in D & D appeared before me this deforegoing instrument. With this Affice of Affice and the second seco	County and S and Richard Enterprises ay and ackno	J. Reynol , a Partn wledged the	ds, Partne ership per	
being partners in D & D appeared before me this d foregoing instrument. With this M+day of \(\)	Enterprises ay and ackno	, a Partn wledged the	ership per	fy that
this $-\gamma$)++day of $(-1,-1,-1)$	ness my nand		al stamp or	sonally of the
	. 19 <i>X</i> A	,		
My commission expires: NOTARY PUBLIC OFFICIAL SEAL OFFICIAL SEAL OFFICIAL SEAL OFFICIAL SEAL OFFICIAL SEAL OFFICIAL SEAL	e 57,1990]	Lacky R.	Serverk NOTAKY	PUBLIC
KATHY R. SUMERFORD Forsyth County, N. Commission Express Proceedings				
Illimission Expires	19			-
The state of the s		، ئىللىلىدىن - ، ، ، ، ، ، ، ، ، ، ، ، ، ، ، ، ، ،	· Alexandra	
E OF NORTH CAROLINA NTY OF FOYSY A e foregoing certificate of Kathy 7	R. Sumer			
4	• •			a Notary Public
U	of North Carolina, is			was presented fo
tration this day and hour and duly recorded in the d	office of the Register o	f Deeds of	Syth County.	North Carolina, is
, at Page	•			
This day of	uly	atat	o'clock	M.
/	· _C	Zejune Ja	husix - de j	puty
ROBATE FEE \$1.00 PAID		L. E. Speas, Rep	gister of Deeds	,
, , , , , , , , , , , , , , , , , , , 				
				<u> </u>
at	of clock C. F. County, N.County, N.C	WC		
	e of th	Trus WORKMEN'S FEDERAL SAV Filed for registration on the	1	
	e Reg	N'S FE		
o'clock of Deec Regist	o'clos	DERAL		00 G
o'clockof Deeds, Page	RESERTED FOR	Truste - SAVIN	5	
Page of De	REGISERATION AND RECORDED	e for vigs Ap		ma 1
		WORKMEN'S FEDERAL SAVINGS AND LOAN ASS		
es l		טו צ		IA M
ig for	12 26 PH	ASSOCIATION de	[1	taip (3) ess

EXHIBIT A

BEGINNING at an iron stake along the Northern right of way of Old Greensboro Road, said iron stake also marking the Southwest corner of Lot 4 of the C. D. Crews Property (Plat Book 8 Page 161, Forsyth County Registry); thence with the West line of Lot 4 North 04° 34' 50" West 128.22 feet to an iron stake along the Southeastern right of way of Hilda Street, said iron stake also marking the Northwest corner of Lot 4 of the C. D. Crews Property (Plat Book 8 Page 161, Forsyth County Registry); thence with the right of way of Hilda Street, North 48° 14' 05" East 217.00 feet (crossing an iron stake at 101.59 feet) to an iron stake; thence South 02° 12' 30" West 265.68 feet to an iron stake along the Northern right of way of Old Greensboro Road, said iron stake also marking the Southeast corner of Lot 7 of the C. D. Crews Property (Plat Book 8, Page 161, Forsyth County Registry); thence with the right of way of Old Greensboro Road on a curve to the left, South 87° 13' 48" West, a chord distance of 141.62 feet to an iron stake, marking the point and place of Beginning. This description is in accordance with the survey prepared by Larry L. Callahan, RLS, dated Jupe 18, 1986, and entitled Map for "D & D Enterprises, a partnership", designated as Job No. 2938-1.

The above described property is also known and designated as Lots 4, 5, 6, 7, and part of Lot 43 of the C. D. Crews property, a Map of which is recorded in Plat Book 8, Page 161, in the Forsyth County Registry. The above described property is also the same property as that described in Deed Book 1362, Page 1142, Forsyth County Registry and is further designated as Tax Lots 4, 5, 6, 7, and 43A, in Block 2087 on the Forsyth County Tax Maps.