

X

101

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

This the _____ day of _____, 19 _____

Signed: _____

PRESENTED FOR
REGISTRATION
AND RECORDING

'91 AUG 16 P1:02

L. E. SPEAS
REGISTER OF DEEDS
FORSYTH CO. N.C.

\$34.00 pd.
Jdr

Recording: Time, Book and Page

Tax Lot No. _____ Parcel Identifier No. _____

Verified by _____ County on the _____ day of _____, 19 _____

by BST

Mail after recording to House & Blanco, P. O. Box 25008, Winston-Salem, NC 27114-5008

This instrument prepared by Ronald A. Matamoros

Brief Description for the index

NORTH CAROLINA DEED OF TRUST

THIS DEED of TRUST made this 16th day of August, 19 91 by and between:

GRANTOR

TRUSTEE

BENEFICIARY

S. B. ASSOCIATES, a
North Carolina General
Partnership

WILLIAM S. GREEN

SALEM TRUST BANK

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

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

WITNESSETH, That whereas the Grantor is indebted to the Beneficiary in the principal sum of EIGHTY NINE THOUSAND
AND 00/100 Dollars (\$ 89,000.00),
as evidenced by a Promissory Note of even date herewith, the terms of which are incorporated herein by reference. The final due date for payment of said
Promissory Note, if not sooner paid, is September 30, 1994

NOW, THEREFORE, as security for said indebtedness, advancements and other sums expended by Beneficiary pursuant to this Deed of Trust and costs of collection (including attorneys fees as provided in the Promissory Note) and other valuable consideration, the receipt of which is hereby acknowledged, the Grantor has bargained, sold, given, granted and conveyed and does by these presents bargain, sell, give, grant and convey to said Trustee, his heirs, or successors, and assigns, the parcel(s) of land situated in the City of Kernersville Kernersville Township,
Forsyth County, North Carolina, (the "Premises") and more particularly described as follows:

See Exhibit A attached hereto
and made a part hereof.

UNIT 22 P 2334
BK 1722 P 2334

TO HAVE AND TO HOLD said Premises with all privileges and appurtenances thereunto belonging, to 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, all other sums secured hereby 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 and the expense of the Grantor. If, however, there shall be any default (a) in the payment of any sums due under the Note, this Deed of Trust or any other instrument securing the Note and such default is not cured within ten (10) days from the due date or (b) if there shall be default in any of the other 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 or any other instrument securing the Note and such default is not cured within fifteen (15) days after written notice, then and in any of such events, without further notice, 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 giving such notice of hearing as to commencement of foreclosure proceedings and obtained such findings or leave of court as may then be required by law and giving such notice and advertising the time and place of such sale in such manner as may then be provided by law, and upon such and any resales and upon compliance with the law then relating to foreclosure proceedings under power of sale to convey title to the purchaser in as full and ample manner as the Trustee is empowered. The Trustee shall be authorized to retain an attorney to represent him in such proceedings. The proceeds of the Sale shall after the Trustee retains his commission, together with reasonable attorneys fees incurred by the Trustee in such proceeding, be applied to the costs of sale, including, but not limited to, costs of collection, taxes, assessments, costs of recording, service fees and incidental expenditures, the amount due on the Note hereby secured and advancements and other sums expended by the Beneficiary according to the provisions hereof and otherwise as required by the then existing law relating to foreclosures. The Trustee's commission shall be five percent (5%) of the gross proceeds of the sale or the minimum sum of \$ _____ 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, including reasonable attorneys fees, and a partial commission computed on five per cent (5%) of the outstanding indebtedness or the above stated minimum sum, whichever is greater, in accordance with the following schedule, to-wit: one-fourth (1/4) thereof before the Trustee issues a notice of hearing on the right to foreclosure; one-half (1/2) thereof after issuance of said notice, three-fourths (3/4) thereof after such hearing, and the greater of the full commission or minimum sum 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 less than 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 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 principal of the Note secured by this Deed of Trust, and shall be due and payable upon demand of Beneficiary. All proceeds from any insurance so maintained shall at the option of Beneficiary be applied to the debt secured hereby and if payable in installments, applied in the inverse order of maturity of such installments or to the repair or reconstruction of any improvements located upon the Property.

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 principal of the Note secured by this Deed of Trust, and shall be due and payable upon demand of Beneficiary.

3. **ASSIGNMENTS OF RENTS AND PROFITS.** Grantor assigns to Beneficiary, in the event of default, all rents and profits from the land and any improvements thereon, and authorizes Beneficiary to enter upon and take possession of such land and improvements, to rent same, at any reasonable rate of rent determined by Beneficiary, and after deducting from any such rents the cost of reletting and collection, to apply the remainder to the debt secured hereby.

4. **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 comply 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 securing said Note.

5. **WASTE.** The Grantor covenants that he will keep the Premises herein conveyed in as good order, repair and condition as they are now, reasonable wear and tear excepted, and will comply with all governmental requirements respecting the Premises or their use, and that he will not commit or permit any waste.

6. **CONDEMNATION.** In the event that any or all of the Premises shall be condemned and taken under the power of eminent domain, Grantor shall give immediate written notice to Beneficiary and Beneficiary shall have the right to receive and collect all damages awarded by reason of such taking, and the right to such damages hereby is assigned to Beneficiary who shall have the discretion to apply the amount so received, or any part thereof, to the indebtedness due hereunder and if payable in installments, applied in the inverse order of maturity of such installments, or to any alteration, repair or restoration of the Premises by Grantor.

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

- a) Taxes for the year 1991 and subsequent years.
- b) Deed of Trust to the Federal Home Loan Mortgage Corporation in the original amount of \$888,000 recorded in Book 1509, Page 377.
- c) All easements and restrictions of record, if any.

8. **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 any reason the holder of the Note desires to replace said Trustee, then the holder 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 rights, powers and duties of the Trustee.

☒ **THE FOLLOWING PARAGRAPH, 9. SALE OF PREMISES, SHALL NOT APPLY UNLESS THE BLOCK TO THE LEFT MARGIN OF THIS SENTENCE IS MARKED AND/OR INITIALED.**

9. **SALE OF PREMISES.** Grantor agrees that if the Premises or any part thereof or interest therein is sold, assigned, transferred, conveyed or otherwise alienated by Grantor, whether voluntarily or involuntarily or by operation of law [other than (i) the creation of a lien or other encumbrance subordinate to this Deed of Trust which does not relate to a transfer of rights of occupancy in the Premises, (ii) the creation of a purchase money security interest for household appliances, (iii) a transfer by devise, descent, or operation of law on the death of a joint tenant or tenant by the entirety, (iv) the grant of a leasehold interest of three (3) years or less not containing an option to purchase, (v) a transfer to a relative resulting from the death of a Grantor, (vi) a transfer where the spouse or children of the Grantor become the owner of the Premises, (vii) a transfer resulting from a decree of dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement, by which the spouse of the Grantor becomes an owner of the Premises, (viii) a transfer into an inter vivos trust in which the Grantor is and remains a beneficiary and which does not relate to a transfer of rights of occupancy in the Premises], without the prior written consent of Beneficiary, Beneficiary at its own option may declare the Note secured hereby and all other obligations hereunder to be forthwith due and payable. Any change in the legal or equitable title of the Premises or in the beneficial ownership of the Premises, including the sale, conveyance or disposition of a majority interest in the Grantor if a corporation or partnership, whether or not of record and whether or not for consideration, shall be deemed to be the transfer of an interest in the Premises.

10. **ADVANCEMENTS.** If Grantor shall fail to perform any of the covenants or obligations contained herein or in any other instrument given as additional security for the Note secured hereby, the Beneficiary may, but without obligation, make advances to perform such covenants or obligations, and all such sums so advanced shall be added to the principal sum, shall bear interest at the rate provided in the Note secured hereby for sums due after default and shall be due from Grantor on demand of the Beneficiary. No advancement or anything contained in this paragraph shall constitute a waiver by Beneficiary or prevent such failure to perform from constituting an event of default.

11. **INDEMNITY.** If any suit or proceeding be brought against the Trustee or Beneficiary or if any suit or proceeding be brought which may affect the value or title of the Premises, Grantor shall defend, indemnify and hold harmless and on demand reimburse Trustee or Beneficiary from any loss, cost, damage or expense and any sums expended by Trustee or Beneficiary shall bear interest as provided in the Note secured hereby for sums due after default and shall be due and payable on demand.

12. **WAIVERS.** Grantor waives all rights to require marshalling of assets by the Trustee or Beneficiary. No delay or omission of the Trustee or Beneficiary in the exercise of any right, power or remedy arising under the Note or this Deed of Trust shall be deemed a waiver of any default or acquiescence therein or shall impair or waive the exercise of such right, power or remedy by Trustee or Beneficiary at any other time.

13. **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 fee of the Trustee in such action shall be paid by the Beneficiary and added to the principal of the Note secured by this Deed of Trust and bear interest at the rate provided in the Note for sums due after default.

14. **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.

15. **OTHER TERMS.**

None.

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

(Corporate Name)
By: _____ President
ATTEST: _____ Secretary (Corporate Seal)
Use Black Ink Only
S. B. Associates, a North Carolina _____ (SEAL)
General Partnership _____ (SEAL)
(See separate signature pages attached _____ (SEAL)
hereto and made a part hereof) _____ (SEAL)

SEAL-STAMP
NORTH CAROLINA, _____ County.
I, a Notary Public of the County and state aforesaid, certify that _____ Grantor,
personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and
official stamp or seal, this _____ day of _____, 19 _____.
My Commission expires: _____ Notary Public

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

The foregoing Certificate(s) of _____
is certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof
REGISTER OF DEEDS FOR _____ COUNTY
Deputy/Assistant-Register of Deeds.
By _____

BK1722 P2335

SEPARATE SIGNATURE PAGE
TO
DEED OF TRUST
FROM
S. B. ASSOCIATES, A NORTH CAROLINA GENERAL PARTNERSHIP
TO
SALEM TRUST BANK

S. B. ASSOCIATES, a North Carolina
General Partnership (SEAL)
By: B & D INVESTMENTS, a North Carolina
Carolina General Partnership (SEAL)
By: Paul H. Bailey, (SEAL)
General Partner

STATE OF NORTH CAROLINA - COUNTY OF FORSYTH

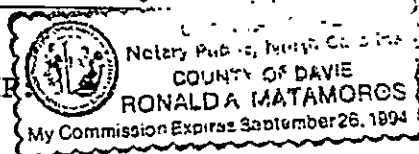
I, a Notary Public of Dave County and State aforesaid,
certify that PAUL H. BAILEY, a General Partner of
B & D INVESTMENTS, a North Carolina General Partnership, which is a
General Partner of S. B. ASSOCIATES, a North Carolina General
Partnership, personally appeared before me this day and
acknowledged the due execution of the foregoing instrument for and
on behalf of said Partnership.

WITNESS my hand and Notarial Seal or Stamp, this the 1st day
of August, 1991.

My commission expires:

Notary Public

NOTARIAL SEAL/STAMP



A:SB2.39/pam

BK1722 P2336

SEPARATE SIGNATURE PAGE
TO
DEED OF TRUST
FROM
S. B. ASSOCIATES, A NORTH CAROLINA GENERAL PARTNERSHIP
TO
SALEM TRUST BANK

S. B. ASSOCIATES, a North Carolina
General Partnership (SEAL)
By: FHS ASSOCIATES, a North Carolina
Carolina General Partnership (SEAL)
By: Billy J. Shoaf (SEAL)
Billy J. Shoaf,
General Partner

STATE OF NORTH CAROLINA - COUNTY OF FORSYTH

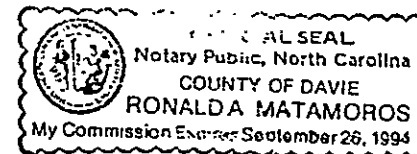
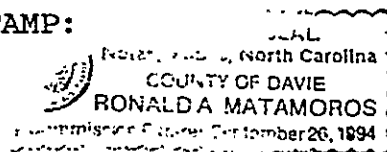
I, a Notary Public of Dave County and State aforesaid,
certify that BILLY J. SHOAF, a General Partner of FHS ASSOCIATES, a
North Carolina General Partnership, which is a General Partner of
S. B. ASSOCIATES, a North Carolina General Partnership, personally
appeared before me this day and acknowledged the due execution of
the foregoing instrument for and on behalf of said Partnership.

WITNESS my hand and Notarial Seal or Stamp, this the 29 day
of July, 1991.

My commission expires:

Ronald A. Matamoros
Notary Public

NOTARIAL SEAL/STAMP:



A:SB3.39/pam

BK1722 P2337

SEPARATE SIGNATURE PAGE
TO
DEED OF TRUST
FROM
S. B. ASSOCIATES, A NORTH CAROLINA GENERAL PARTNERSHIP
TO
SALEM TRUST BANK

S. B. ASSOCIATES, a North Carolina
General Partnership (SEAL)

By: [Signature] (SEAL)
Stephen H. Homer,
General Partner

STATE OF NORTH CAROLINA - COUNTY OF FORSYTH

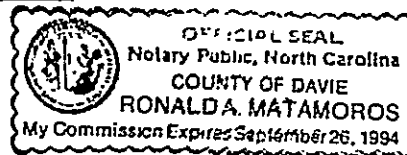
I, a Notary Public of Davie County and State aforesaid,
certify that STEPHEN H. HOMER, a General Partner of
S. B. ASSOCIATES, a North Carolina General Partnership, personally
appeared before me this day and acknowledged the due execution of
the foregoing instrument for and on behalf of said Partnership.

WITNESS my hand and Notarial Seal or Stamp, this the 29 day
of July, 1991.

My commission expires:

[Signature]
Notary Public

NOTARIAL SEAL/STAMP:



A:SB1.39/pam

BK1722 P2338

SEPARATE SIGNATURE PAGE
TO
DEED OF TRUST
FROM
S. B. ASSOCIATES, A NORTH CAROLINA GENERAL PARTNERSHIP
TO
SALEM TRUST BANK

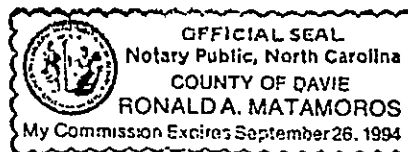
S. B. ASSOCIATES, a North Carolina
General Partnership (SEAL)
By: FHS ASSOCIATES, a North Carolina
Carolina General Partnership (SEAL)
By: [Signature] (SEAL)
Stephen H. Homer,
General Partner

STATE OF NORTH CAROLINA - COUNTY OF FORSYTH

I, a Notary Public of Dave County and State aforesaid,
certify that STEPHEN H. HOMER, a General Partner of FHS ASSOCIATES,
a North Carolina General Partnership, which is a General Partner of
S. B. ASSOCIATES, a North Carolina General Partnership, personally
appeared before me this day and acknowledged the due execution of
the foregoing instrument for and on behalf of said Partnership.

WITNESS my hand and Notarial Seal or Stamp, this the 29 day
of July, 1991.
My commission expires: [Signature]
Notary Public

NOTARIAL SEAL/STAMP:



A:SB3.39/pam

BK1722 P2339

SEPARATE SIGNATURE PAGE
TO
DEED OF TRUST
FROM
S. B. ASSOCIATES, A NORTH CAROLINA GENERAL PARTNERSHIP
TO
SALEM TRUST BANK

S. B. ASSOCIATES, a North Carolina
General Partnership (SEAL)

By: Mary H. Martone (SEAL)
Mary H. Martone,
General Partner

STATE OF Illinois - COUNTY OF Cook

I, a Notary Public of Cook County and State aforesaid,
certify that MARY H. MARTONE, a General Partner of
S. B. ASSOCIATES, a North Carolina General Partnership, personally
appeared before me this day and acknowledged the due execution of
the foregoing instrument for and on behalf of said Partnership.

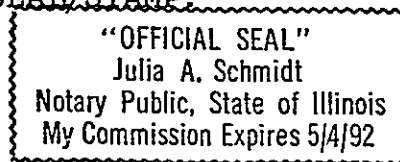
WITNESS my hand and Notarial Seal or Stamp, this the 6th day
of August, 1991.

My commission expires:

5-4-92.

Julia A. Schmidt
Notary Public

NOTARIAL SEAL/STAMP:



A:SB1.39/pam

BK1722 P2340

SEPARATE SIGNATURE PAGE
TO
DEED OF TRUST
FROM
S. B. ASSOCIATES, A NORTH CAROLINA GENERAL PARTNERSHIP
TO
SALEM TRUST BANK

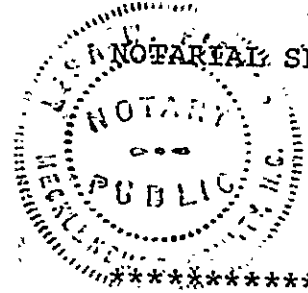
S. B. ASSOCIATES, a North Carolina
General Partnership (SEAL)
By: FHS ASSOCIATES, a North Carolina
Carolina General Partnership (SEAL)
By: John E. Faulk, General Partner (SEAL)
John E. Faulk,
General Partner

STATE OF NORTH CAROLINA - COUNTY OF ~~FORSYTH~~ Mecklenburg

I, a Notary Public of Mecklenburg County and State aforesaid,
certify that JOHN E. FAULK, a General Partner of FHS ASSOCIATES, a
North Carolina General Partnership, which is a General Partner of
S. B. ASSOCIATES, a North Carolina General Partnership, personally
appeared before me this day and acknowledged the due execution of
the foregoing instrument for and on behalf of said Partnership.

WITNESS my hand and Notarial Seal or Stamp, this the 6th day
of August, 1991.

My commission expires: August 14, 1995.
Lisa J. Fisher
Notary Public



NOTARIAL SEAL/STAMP:

BK1722 P2341

SEPARATE SIGNATURE PAGE
TO
DEED OF TRUST
FROM
S. B. ASSOCIATES, A NORTH CAROLINA GENERAL PARTNERSHIP
TO
SALEM TRUST BANK

S. B. ASSOCIATES, a North Carolina
General Partnership (SEAL)
By: Patricia Lynn Potter (SEAL)
Patricia Lynn Potter,
General Partner

STATE OF NORTH CAROLINA - COUNTY OF FORSYTH

I, a Notary Public of Mecklenburg County and State aforesaid,
certify that PATRICIA LYNN POTTER, a General Partner of
S. B. ASSOCIATES, a North Carolina General Partnership, personally
appeared before me this day and acknowledged the due execution of
the foregoing instrument for and on behalf of said Partnership.

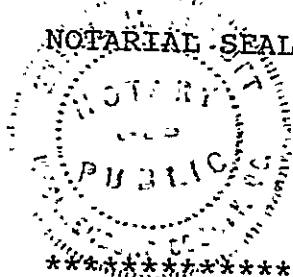
WITNESS my hand and Notarial Seal or Stamp, this the 5th day
of July, 1991.

My commission expires:

My Commission Expires March 31, 1996

Ethel M. Munn
Notary Public

NOTARIAL SEAL/STAMP:



A:SB1.39/pam

BK1722 P2342

SEPARATE SIGNATURE PAGE
TO
DEED OF TRUST
FROM
S. B. ASSOCIATES, A NORTH CAROLINA GENERAL PARTNERSHIP
TO
SALEM TRUST BANK

S. B. ASSOCIATES, a North Carolina
General Partnership (SEAL)

By: Cyrus W. Bazemore Jr. (SEAL)
Cyrus W. Bazemore Jr.,
General Partner

STATE OF NORTH CAROLINA - COUNTY OF FORSYTH

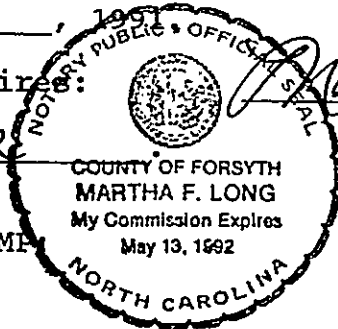
I, a Notary Public of Forsyth County and State aforesaid,
certify that CYRUS W. BAZEMORE, JR., a General Partner of
S. B. ASSOCIATES, a North Carolina General Partnership, personally
appeared before me this day and acknowledged the due execution of
the foregoing instrument for and on behalf of said Partnership.

WITNESS my hand and Notarial Seal or Stamp, this the 9 day
of August, 1991

My commission expires:

May 13, 1992

NOTARIAL SEAL/STAMP



Notary Public

A:SB1.39/pam

BK1722 P2343

SEPARATE SIGNATURE PAGE
TO
DEED OF TRUST
FROM
S. B. ASSOCIATES, A NORTH CAROLINA GENERAL PARTNERSHIP
TO
SALEM TRUST BANK

S. B. ASSOCIATES, a North Carolina
General Partnership (SEAL)

By: Michael F. Fina (SEAL)
Michael F. Fina,
General Partner

STATE OF NORTH CAROLINA - COUNTY OF FORSYTH

I, a Notary Public of Forsyth County and State aforesaid,
certify that MICHAEL F. FINA, a General Partner of
S. B. ASSOCIATES, a North Carolina General Partnership, personally
appeared before me this day and acknowledged the due execution of
the foregoing instrument for and on behalf of said Partnership.

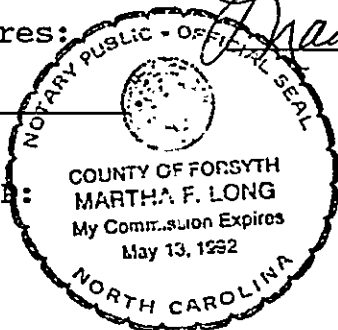
WITNESS my hand and Notarial Seal or Stamp, this the 5 day
of August, 1991.

My commission expires:

May 13, 1992

Martha F. Long
Notary Public

NOTARIAL SEAL/STAMP:



A:SB1.39/pam

SEPARATE SIGNATURE PAGE
TO
DEED OF TRUST
FROM
S. B. ASSOCIATES, A NORTH CAROLINA GENERAL PARTNERSHIP
TO
SALEM TRUST BANK

S. B. ASSOCIATES, a North Carolina
General Partnership (SEAL)
By: B & D INVESTMENTS, a North Carolina
Carolina General Partnership (SEAL)
By: [Signature] (SEAL)
Larry Drombetta,
General Partner

STATE OF OHIO - COUNTY OF Roanoke
VIENNA

I, a Notary Public of Roanoke County and State aforesaid,
certify that LARRY DROMBETTA, a General Partner of
B & D INVESTMENTS, a North Carolina General Partnership, which is a
General Partner of S. B. ASSOCIATES, a North Carolina General
Partnership, personally appeared before me this day and
acknowledged the due execution of the foregoing instrument for and
on behalf of said Partnership.

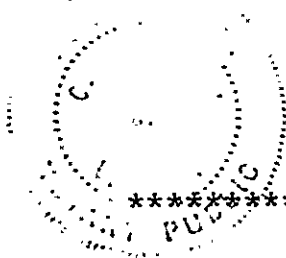
WITNESS my hand and Notarial Seal or Stamp, this the 31st day
of July, 1991.

My commission expires:

[Signature]
Notary Public

My Commission Expires May 31, 1994.

NOTARIAL SEAL/STAMP:



A:SB2.39/pam

BK1722 P2345

SEPARATE SIGNATURE PAGE
TO
DEED OF TRUST
FROM
S. B. ASSOCIATES, A NORTH CAROLINA GENERAL PARTNERSHIP
TO
SALEM TRUST BANK

S. B. ASSOCIATES, a North Carolina
General Partnership (SEAL)

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

STATE OF NORTH CAROLINA - COUNTY OF FORSYTH

I, a Notary Public of Forsyth County and State aforesaid,
certify that CLAUDE R. HORN, JR., a General Partner of
S. B. ASSOCIATES, a North Carolina General Partnership, personally
appeared before me this day and acknowledged the due execution of
the foregoing instrument for and on behalf of said Partnership.

WITNESS my hand and Notarial Seal or Stamp, this the 31 day
of July, 1991.

My commission expires:

May 13, 1992

Martha F. Long
Notary Public

NOTARIAL SEAL/STAMP
COUNTY OF FORSYTH
MARTHA F. LONG
My Commission Expires
May 13, 1992
NORTH CAROLINA

A:SB1.39/pam

BK1722 P2346

SEPARATE SIGNATURE PAGE
TO
DEED OF TRUST
FROM
S. B. ASSOCIATES, A NORTH CAROLINA GENERAL PARTNERSHIP
TO
SALEM TRUST BANK

S. B. ASSOCIATES, a North Carolina
General Partnership (SEAL)

By: Roger Kenny Kerley (SEAL)
Roger Kenny Kerley,
General Partner

STATE OF NORTH CAROLINA - COUNTY OF FORSYTH

I, a Notary Public of Surry County and State aforesaid,
certify that ROGER KENNY KERLEY, a General Partner of
S. B. ASSOCIATES, a North Carolina General Partnership, personally
appeared before me this day and acknowledged the due execution of
the foregoing instrument for and on behalf of said Partnership.

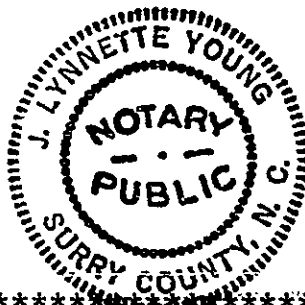
WITNESS my hand and Notarial Seal or Stamp, this the 14th day
of August, 1991.

My commission expires:

April 17, 1993.

J. Lynette Young
Notary Public

NOTARIAL SEAL/STAMP:



STATE OF NORTH CAROLINA—Forsyth County

The foregoing (or annexed) certificate 5 of RONALD A. MATAMOS, NP, DAVIE CO. NC, JULIA A. SCHMIDT,
NP, COOK CO. IL, LISA W FISHER, NP, MECKLENBURG CO,
(here give name and official title of the officer signing the certificate, passed upon)

NC, ETHEL M. MCNUTT, NP, MECKLENBURG CO, NC, MARTHA F LONG, NP,
FORSYTH CO, NC, DORIS BROWN, NP, ROANOKE CO, VA & J LYNETTE YOUNG,
NP, SURRY CO, NC
it (are) certified to be correct. This the 16TH day of AUGUST 1991.

L. E. Speas, Register of Deeds

By Deak S. Deak Deputy Assistant

Probate and Filing Fee \$_____ paid.

BK1722 P2347

EXHIBIT A

LEGAL DESCRIPTION

ALL that tract or parcel of land lying and being in Forsyth County, North Carolina, and being more particularly described as follows:

BEING KNOWN AND DESIGNATED as Lot Nos. 1, 2, 3, 13 and 14 as shown on the Plat of "Springbrook, Sec. 2, Phase One," which plat appears of record in Plat Book 30, Page 76 in the Office of the Register of Deeds of Forsyth County, North Carolina, to which reference is hereby made for a more particular description, and

TOGETHER with all rights and easements appurtenant to said lots as specifically enumerated in the Declaration of Covenants, Conditions and Restrictions issued by Shugart Development Co., Inc., and recorded in Deed Book 1509 , Page 257 , Forsyth County Registry of Deeds.