

DEC-29-1994 15:46

McNAIR & SANFORD

919 898 4188 P.02/06

BK1845 P1397

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PRESENTED FOR
REGISTRATION
AND RECORDED

'95 JAN -3 P3:40

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: _____

Recording: Time, Book and Page

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

Tax Lot No. _____

Parcel Identifier No. _____

Verified by _____

County on the _____ day of _____, 19____

by _____

Mail after recording to
S.C. 29601

McNair & Sanford, P.A., Suite 601, 7 N. Laurens St., Greenville,

This instrument prepared by

Summit National Bank Ashley Nutley (McNair & Sanford; Greenville, S.C.)

And Description for the index

NORTH CAROLINA DEED OF TRUST

THIS DEED OF TRUST made this 30th day of December

1994 by and between:

GRANTOR	TRUSTEE	BENEFICIARY
H & B Properties, a South Carolina General Partnership 24 Plantation Drive Simpsonville, SC 29681	James Gordon Gullledge, Jr. P.O. Box 1087 Greenville, SC 29602	Summit National Bank 937 N. Pleasantburg Drive Greenville, SC 29607

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 One Million One HundredThousand and No/100

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 April 30, 2000NOW, 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 Forsyth Township,

County, North Carolina. (the "Premises") and more particularly described as follows:

See Exhibit A attached hereto and incorporated herein.

BK1845 P1398

EXHIBIT A

BEGINNING at an iron located in the southern right-of-way line of Westpoint Boulevard at the northeastern corner of Lot 112 as shown on the map of West Point Business Center, Section Three, as recorded in Plat Book 36 at Page 108, Forsyth County Registry; running thence from said point and place of BEGINNING along the southern right-of-way line of Westpoint Boulevard, on a curve to the right having a radius of 380.00 feet, a chord, course and distance of South 78° 16' 55" East 50.44 feet to an iron; thence continuing on said curve to the right, having a radius of 380.00 feet, a chord, course and distance of South 61° 30' 51" East 170.48 feet to an iron; thence with the western line of property owned by Forsyth Partners Limited Partnership I (Deed Book 1546, Page 1004, Forsyth County Registry), the following two courses and distances: South 41° 26' 55" West 100.23 feet, and South 02° 29' 27" West 229.91 feet to an iron; thence North 87° 30' 33" West 140.00 feet to an iron located in the southeastern corner of Lot 112 referenced above; thence along the eastern line of said Lot 112, North 02° 29' 27" East 390.66 feet to the point and place of BEGINNING, containing 1.293 acres, more or less, and being known and designated as Lot 109C as shown on a plat prepared by Gupton-Foster Associates, P.A., and recorded in Plat Book 37, Page 112, Forsyth County Registry.

The Grantor conveys the above-described property subject to that certain Declaration of Restrictive Covenants recorded in Book 1627, Page 0552, Forsyth County Registry, and the Grantee, upon the acceptance and recordation of this deed, hereby agrees to be bound by all of the terms and provisions set forth in the Declaration of Restrictive Covenants referenced above.