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D. T. EOCK 231 PAGE 403

Mail to: First Union National Bank
c/o Quality Control & Compliance
P. O. Box 13327
Roanoke, Va. 24040-7391

5 67

Prepared by: Jean Dooley
First Union National Bank of North Carolina
P. O. Box 50115
Roanoke, Va. 24040-7376

DEED OF TRUST

THIS DEED OF TRUST made December 17th, 1995, by and among G & B Oil Company, Incorporated and E. Carl Boyles Trust (hereinafter "Grantor"), and TRSTE, INC., a Virginia corporation authorized to transact business in the State of North Carolina (hereinafter "Trustee") and the owner and holder of a promissory note, First Union National Bank of North Carolina (hereinafter "Beneficiary");

WITNESSETH THAT, WHEREAS G & B Oil Company, Incorporated (hereinafter "Borrower") is indebted or is to become indebted in the amount not to exceed Three Million Seven Hundred Fifty Thousand and no/100 (\$3,750,000.00) for money loaned as evidenced by a \$2,750,000.00 Term promissory note and a \$1,000,000.00 Line of Credit promissory note ("Note" shall be construed to include any guaranty given regarding said money loaned) dated December 17th, 1995 respectively and any renewals, modifications, extensions or amendments to said Note. The note in the principal amount of \$2,750,000.00 will require all principal and interest to be paid in full on December 31, 1997, and the Note in the principal amount of \$1,000,000.00 will require all principal and interest to be paid in full on demand.

WHEREAS, Grantor is executing this Deed of Trust to secure the payment of said Note. If Grantor and Borrower are different and Grantor is not a guarantor of the Note, Grantor is executing this Deed of Trust as provided in paragraph 24, Third Party Grantors.

[X] AND WHEREAS, This Deed of Trust is given wholly or partly to secure future obligations which may be incurred hereunder. The amount of present obligations secured hereunder is None (\$-0-).
(If none, so state)

Subject to the provisions hereof, the maximum principal amount (including present and future advances) which may be secured hereunder at any one time shall not exceed the face amount of the Note provided such future obligations are incurred not later than fifteen (15) years from the date of this instrument. Provided, all conditions of the Note and Loan Agreement and Commitment Letter, if any, Deed of Trust and other loan documents have been met and there is no default in the Note, Loan Agreement and Commitment Letter, if any, or this Deed of Trust or other loan documents.

[X] If checked, this Deed of Trust secures a \$1,000,000.00 Line of Credit under which periodic advances and repays will be made from time to time. Re-advances will be secured to the same extent as original obligations hereunder.

AND WHEREAS, to induce the making of said loan, Grantor has agreed to secure said Note and the undertaking prescribed in the Note, Loan Agreement and Commitment Letter, if any, and this Deed of Trust by the conveyance of the property hereinafter described;

NOW, THEREFORE, Grantor hereby grants and conveys to Trustee, their heirs, successors, and assigns the following described property as Parcels 1, 2 & 3 located in Surry County, North Carolina, Parcel 1 located in Davie County, North Carolina, Parcels 1 & 2 located in Forsyth County, North Carolina, and Parcels 1, 2 & 3 located in Yadkin County, North Carolina;

See Exhibit "A" attached hereto and incorporated herein by reference.

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COLLATERAL IS OR INCLUDES FIXTURES together with all easements, rights, royalties, mineral, oil, gas rights and profits, water, water rights and water stock, privileges, tenements, hereditaments and appurtenances thereunto belonging, and all buildings, fixtures, and improvements now or hereafter located thereon, all building materials and supplies at any time delivered to or placed thereon, and any and all equipment and property of Grantor of every kind now or hereafter located thereon, hereinafter referred to as "Property" that Grantor further conveys as security for the trust herein and all right, title and interest of Grantor in and to land lying in public streets or roads abutting the above described property.

TO HAVE AND TO HOLD, the Property, with all rights, privileges and appurtenances thereunto, belonging to Trustee, upon the Trusts and for the uses and purposes hereinafter set out. Grantor covenants with Trustee that Grantor is seized of, and has the right to convey, the Property, in fee simple; that the Property is free and clear of all encumbrances except to the extent of the lawful priority of the following:

None

and except as specifically provided herein Grantor will warrant and defend title to the Property and the priority of the lien of this Deed of Trust against the claims of all persons whomsoever.

GRANTOR COVENANTS with Trustee and Beneficiary (and their respective heirs, successors, substitutes and assigns) as follows:

1. **Note Payments.** Grantor shall make timely payments of principal and interest on the above-mentioned Note in the amounts, in the manner, and at the place set forth therein. This Deed of Trust secures payment of said Note according to its terms, which are incorporated herein by reference.

2. **Taxes and Charges.** Grantor shall pay all taxes, charges and assessments which may become a lien upon the Property hereby conveyed before any penalty or interest accrues thereon and shall promptly deliver to Beneficiary official receipts evidencing payment thereof. In the event of the passage after the date of this Deed of Trust of any law changing in any way the laws now in force for state or local taxation of mortgages, deeds of trust or debts secured thereby, or the manner of the collection of any such taxes, so as to affect this Deed of Trust, the whole principal sum (together with interest) secured by this Deed of Trust shall at the option of Beneficiary without notice become immediately due and payable. Grantor shall pay all recording fees, filing fees and documentary stamp taxes associated with the recording of this Deed of Trust and any modifications, extensions or amendments thereto.

3. **Insurance.** Grantor shall continually maintain insurance against loss by fire, hazards included in the term "extended coverage" and such other hazards including flood as Beneficiary may require in such a manner and in such companies as Beneficiary may from time to time require on the improvements now or hereafter located on the Property and shall promptly pay all premiums, therefore, when due. All insurance policies and renewals thereof shall be held by Beneficiary and have attached thereto a Mortgagee Loss Payable Clause in favor of and in a form acceptable to Beneficiary, and provide that no such policy can be canceled without at least ten days prior written notice to Beneficiary. In the event of loss Grantor shall give immediately notice by mail to Beneficiary, who may, but shall not be obligated to, make proof of loss. Beneficiary, at its option, is hereby authorized to settle or comprise any claims, awards, damages, rights of action, proceeds, and any other payment or relief under any insurance policy. Each insurance company is hereby directed to make payment for such loss directly to Beneficiary (instead of to Grantor and Beneficiary jointly), and the insurance proceeds or any part thereof may be applied by Beneficiary at its option, after deducting therefrom all expenses including attorney's fee, to the debt hereby secured or for the repair or restoration of the Property. If the insurance proceeds are applied to the debt, it may be applied upon the portion last falling due or in such other manner as Beneficiary may desire. In the event of foreclosure of this Deed of Trust or other transfer of title to the Property in extinguishment of the indebtedness secured hereby, all right, title and interest of Beneficiary in any insurance policies then in force shall pass to the grantee.

4. **Environmental Condition of Property; Indemnification.** (a) Having conducted all appropriate inquiry and investigation, Grantor warrants and represents to Beneficiary that while Beneficiary has any interest in

or lien on the Property, the Property described herein is and at all times hereafter, will continue to be in full compliance with all applicable federal, state and local environmental laws, standards, ordinances and regulations, including but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC § 9601 et seq., the Emergency Planning and Community Right-To-Know Act, 42 USC § 11001 et seq., the Resource Conservation and Recovery Act, 42 USC § 6901 et seq., the Clean Air Act, 42 USC § 7401 et seq., the Toxic Substances Control Act, 15 USC § 2601 et seq., and the Federal Water Pollution Control Act, 33 USC § 1251 et seq. ("Environmental Laws"); and the Grantor further warrants and represents to Beneficiary that: (i) as of this date, the Property has not been used to treat, store or dispose of, oil, petroleum products, hazardous substances, extremely hazardous substances, hazardous wastes, regulated substances, toxic substances or hazardous air pollutants as defined or described by the Environmental Laws ("Hazardous Materials"); and that no such Hazardous Materials, (including without limitation, any materials containing asbestos), are located on, in or under the Property or used or emitted in connection therewith; or (ii) Grantor has fully disclosed to Beneficiary in writing the existence, extent and nature of any such Hazardous Materials, on, in, or under the Property or used or emitted in connection therewith. Grantor has obtained and will maintain all licenses, permits and approvals required with respect thereto, and is in full compliance with all of the terms, conditions and requirements of such licenses, permits and approvals. (b) To the best of the Grantor's knowledge and belief, no portion of the Property is a protected wetland, or Grantor has fully disclosed to Beneficiary in writing the existence, extent and nature of such wetlands. (c) Grantor further warrants and represents that it will promptly notify Beneficiary of any change in the nature or extent of (i) any Hazardous Materials, maintained on, in or under the Property or used or emitted in connection therewith and (ii) any wetlands located on the Property. Grantor also has notified and will notify Beneficiary of Grantor's receipt of any citations, orders, notices, consent agreements, lawsuits, claims, or similar communication from a government agency or third party alleging a violation of any Environmental Laws (including allegations of a violation of the common law). (d) Grantor shall indemnify and hold Beneficiary harmless from and against any and all damages, penalties, fines, claims, liens, suits, liabilities, costs (including clean-up costs), judgments and expenses (including attorneys', consultants' or experts' fees and expenses) of every kind and nature suffered by or asserted against Beneficiary as a direct or indirect result of any warranty, representation, or portion thereof, made by Grantor in this section, being false or untrue in any respect or as a result of any requirement under any Environmental Law, which requires the elimination, treatment, or removal of any Hazardous Materials. (e) Beneficiary shall have the right at any time and from time to time prior to full payment and satisfaction of the Note secured hereby to arrange for or conduct environmental inspections of the Property (including, but not limited to, sampling of materials for laboratory analysis). The cost of such inspections shall be borne as agreed between Grantor and Beneficiary, except that the cost of any such inspections conducted in contemplation of foreclosure or pursuant to section 9 hereof entitled "Payment by Beneficiary", shall be the obligation of Grantor. (f) Grantor's obligations hereunder to Beneficiary shall not be limited to any extent by the term of the Note secured hereby, and, as to any act or occurrence prior to payment in full and satisfaction of said Note which gives rise to liability hereunder, shall continue, survive and remain in full force and effect notwithstanding payment in full and satisfaction of said Note and this Security Instrument or foreclosure under this Security Instrument, or delivery of a deed in lieu of foreclosure.

5. **Escrow Deposits.** Upon demand of Beneficiary, Grantor shall add to each monthly or other periodic payment required under the Note secured hereby the amount estimated by Beneficiary to be sufficient to enable Beneficiary to pay, as they come due, all taxes, charges, assessments, and insurance premiums which Grantor is required to pay hereunder. Any deficiency occasioned by an insufficiency of such additional payments shall be forthwith deposited by Grantor with Beneficiary upon demand.

6. **Care of Property.** Grantor will keep the Property in good order and repair and will not commit or permit any waste, deterioration, impairment or any other thing whereby the value of the Property might be impaired. Grantor will not remove or demolish any building or materially alter any part or all of the Property without the written consent of Beneficiary. Grantor shall not cut timber on the Property nor sell the timber rights to standing timber without the prior written consent of Beneficiary.

7. **Compliance with Laws.** Grantor shall promptly comply with any applicable legal requirements of the State of North Carolina or other governmental entity, agency or instrumentality relating to the use or condition of the Property.

8. **Condemnation Award.** Any award for the taking of, or damages to, all or any part of the Property or any interest therein upon the lawful exercise of power of eminent domain shall be payable to Beneficiary who, after deducting its expenses, including attorney's fees, may apply the sums so received to the portion of the Note hereby secured last falling due or in such other manner as Beneficiary may desire. Grantor agrees to execute such further assignments of any compensations, awards, damages, claims, rights of action and proceeds as Beneficiary may require.

9. **Payments by Beneficiary.** If Grantor shall be in default in the timely payment or performance of any obligation under this Deed of Trust or the Note hereby secured, Beneficiary, at its option and without any obligation on its part to determine the validity or necessity thereof, may pay the sums for which Grantor is obligated. Further, Beneficiary, at its option, may advance, pay, or expend such sums as may be proper and necessary for the protection of the Property and the maintenance of this trust including but not limited to sums to satisfy taxes or other levies, and assessments, liens, and/or encumbrances to maintain insurance (including title insurance), to make repairs and to provide security guards to intervene in any condemnation proceedings or foreclosures or other proceedings or disputes affecting the Property. Any amounts so advanced, paid or expended shall be deemed principal advances secured by this Deed of Trust (even though when added to other advances the sum thereof may exceed the face amount of the Note), shall bear interest from the time advanced, paid or expended at the rate prescribed in the Note hereby and be secured by this Deed of Trust and its payment enforced as if it were part of the original debt. Any sum expended, paid or advanced under this paragraph shall be at Beneficiary's sole option and not constitute a waiver of any default or right arising from the breach by Grantor of any covenant or agreement contained herein or in the Note.

10. **Rents and Profits.** Grantor hereby assigns to Beneficiary all leases, income, rents, issues and profits, including tenant security deposits (whether held by Grantor or others or in a trust account), from the Property as additional security for the payment of the indebtedness hereby secured and full performance of the undertakings of the Grantor hereunder. Beneficiary is given a prior and continuing lien thereon, and Grantor hereby appoints Beneficiary as its attorney to collect such rents and profits with or without suit and apply the same (less expenses of collection) to said indebtedness and the performance of said undertakings in such manner as Beneficiary may desire. However, until default hereunder or under the Note secured hereby, Grantor may continue to collect and enjoy such rents and profits without accountability to Beneficiary. This assignment shall be irrevocable and shall be in addition to other remedies herein provided for in event of default and may be put into effect by Beneficiary independently of or concurrently with any kind of said remedies.

11. **Grantor's Continuing Obligation.** The Grantor shall remain liable for full payment of the principal and interest on the Note (or any advancement or obligation) secured hereby, notwithstanding any of the following: (a) the sale of all or a part of the Property, (b) the assumption by another party of the Grantor's obligations hereunder, (c) the forbearance or extension of time for payment or performance of any obligation hereunder, whether granted to Grantor or a subsequent owner of the property, and (d) the release of all or any part of the Property securing said obligations or the release of any party who assumes payment of the same. None of the foregoing shall in any way affect the full force and effect of the lien of this Deed of Trust or impair Beneficiary's right to a deficiency judgment (in the event of foreclosure) against Grantor or any party assuming the obligations hereunder.

12. **Substitute Trustees.** Beneficiary shall have the unqualified right to remove the Trustee and to appoint one or more substitute or successor Trustees by instruments filed for registration in the Office of the Register of Deeds where this Deed of Trust is recorded. Any such removal or appointment may be made any time without notice without specifying any reason therefor and without any court approval. Any such appointee shall become vested with title to the Property and with all rights, powers and duties conferred upon the Trustee herein in the same manner and to the same effect as though he were named herein as the original Trustee. The necessity of the Trustee herein named, or any successor in trust, making oath or giving bond is expressly waived.

13. **Attorneys' Fees.** In the event that Grantor shall default in its obligations hereunder and in the opinion of Trustee it becomes necessary or proper to employ an attorney to enforce compliance by Grantor with

any of the provisions herein contained, or in the event the Trustee voluntarily or otherwise shall become a party to any suit or legal proceeding (including a proceeding conducted under the Bankruptcy Code) to protect the Property herein conveyed, to protect the lien of this Deed of Trust, Grantor agrees to pay all reasonable attorneys' fees and all of the costs that may reasonably be incurred and such fees and costs shall be secured by this Deed of Trust and its payment enforced as if it were a part of the Note. Grantor shall be liable for such reasonable attorney's fees and costs of Trustee whether or not any suit or proceeding is commenced.

14. **Anti-Marshalling Provision.** The right is hereby given by Grantor to Trustee and Beneficiary to make a partial release or releases of security hereunder, provided Grantor is not in default under the Note or other loan documents, (whether or not such releases are required by agreement among the parties) agreeable to Trustee and Beneficiary without notice to, or the consent, approval or agreement of other parties and interest, including junior lienors and purchasers subject to this lien, which partial release or releases shall not impair in any manner the validity of or priority of this Deed of Trust on the Property remaining hereunder, nor release Grantor from personal liability for the indebtedness hereby secured. Notwithstanding the existence of any other security interests in the Property held by Beneficiary or by any other party, Beneficiary shall have the right to determine the order in which any or all of the Property shall be subjected to the remedies provided herein. Beneficiary shall have the right to determine the order in which any or all portions of the indebtedness secured hereby are satisfied from the proceeds realized upon the exercise of the remedies provided herein. Grantor, any party who consents to this or who has actual or constructive notice hereof, hereby waives any and all right to require the marshalling of assets in connection with the exercise of any of the remedies permitted by applicable law or provided herein.

15. **Notice to Grantor.** All notices required to be given to Grantor shall be mailed or delivered to Grantor at the address stated herein or such other address as given in writing to Beneficiary.

16. **Notice to Beneficiary.** All notices required to be given to Beneficiary by Grantor or an intervening lienor or encumbrancer shall be mailed or delivered to First Union National Bank of North Carolina, at the address stated herein or at such other address given to Grantor in writing.

17. **Secondary Financing Prohibited.** Grantor may not pledge or encumber the Property herein conveyed without first obtaining Beneficiary's prior written consent.

18. **Transfer of Premises.** If all or any part of the Property or any interest therein is sold, leased or otherwise transferred by deed, land sales contract or any other means including the execution or enforcement of any lien, security interest or other right whether subordinate, superior or equal to this Deed of Trust, without Beneficiary's prior written consent, Beneficiary may, at Beneficiary's option, declare all sums secured by this Deed of Trust to be immediately due and payable.

19. **Uniform Commercial Code Security Agreement.** This Deed of Trust constitutes a security agreement with respect to property referred to herein which may be subject to a security interest pursuant to the Uniform Commercial Code, and Grantor hereby grants Beneficiary a security interest in said property (and the proceeds thereof) included in the Property which might be deemed "personal property". If there is any conflict between this security agreement and another security agreement to Beneficiary, this security agreement will control as to fixtures and the other security agreement(s) will control as to non-fixtures. Grantor agrees that this Deed of Trust is a financing statement filed as a fixture filing for the goods described herein which are or are to become fixtures. At Beneficiary's request, Grantor agrees to execute such other financing statements, extensions or amendments or other security agreements as Beneficiary may require to perfect a security interest with respect to other Property. In the event of default, Beneficiary shall have, in addition to its other remedies, all rights and remedies provided for in the Uniform Commercial Code as enacted in North Carolina.

20. **Appointment of Receiver.** Beneficiary may immediately, after any default, under the terms and conditions of the Deed of Trust, apply for the appointment of a Receiver of the rents, income and profits from said premises, without notice, and Beneficiary shall be entitled to the appointment of such Receiver as a matter of right, without consideration to the value of the mortgage premises as security for the amounts due or the solvency of any person or persons liable for the payment of such amounts.

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21. **Use of Property.** Unless required by applicable law or unless Beneficiary has otherwise agreed in writing, Grantor shall not allow changes in the designated use of the Property as disclosed to Beneficiary at the time of the loan. Grantor shall not initiate or acquiesce in a change in the zoning classification of the Property without Beneficiary's prior written consent.

22. **Books and Records.** Grantor and Borrower, other than those described in paragraph 24, and shall keep and maintain at all times at their respective addresses, or such other place as Beneficiary may approve in writing, complete and accurate books of accounts and records adequate to reflect correctly their respective financial condition and copies of all the written contracts, leases, rent schedules and other instruments, which may affect the Property. Such books, records, contracts, leases and other instruments shall be subject to examination and inspection at any reasonable time by Beneficiary. Upon Beneficiary's request, Grantor and Borrower, other than those described in paragraph 24, shall furnish to Beneficiary within 90 days after the end of each of their respective fiscal years, a balance sheet, a statement of income and expenses, and a statement of changes in financial position, each in reasonable detail and certified by themselves respectively, if Beneficiary shall require, by an independent certified public accountant. If Grantor and/or Borrower, other than those described in paragraph 24, is an individual, (s)he shall furnish such financial information as Beneficiary may request in a form satisfactory to Beneficiary.

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23. **Inspection.** Beneficiary may make or cause to be made reasonable entries upon and inspection of the Property and Grantor agrees to pay all costs incurred by Beneficiary in said inspection.

24. **Third Party Grantors.** Any Grantor who executes this Deed of Trust, but does not execute a promissory note or guaranty, in regards hereto: (a) is executing this Deed of Trust to mortgage, grant, and convey that Grantor's interest in the property under the terms of this Deed of Trust; (b) is not personally obligated to pay the sums secured by this Deed of Trust; and (c) agrees that Beneficiary and any other Grantor may agree to extend, amend, modify, forbear or make any accommodations with regard to the terms of this Deed of Trust and that Beneficiary and Borrower may agree to extend, amend, modify, forbear or make any accommodations with regard to the terms of the Note, without that Grantor's consent.

25. **Definitions.** The term "Grantor", as used herein, shall include all parties hereinabove named as Grantor, his heirs, legal representatives, successors and assigns, and subsequent owners of the Property hereby conveyed; the term "Beneficiary", as used herein, shall include any lawful owner or holder of the indebtedness secured hereby; the term "Trustee" shall include any subsequent or successor trustee or trustees hereunder; and the singular as used herein shall include the plural; and the use of one gender shall include all genders.

26. **Remedies.** All remedies provided in this Deed of Trust to Beneficiary are 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 and any costs, expenses or monetary rights (including rights of the Beneficiary to attorneys' fees) associated with the exercise of such remedy or remedies shall be secured by this Deed of Trust in addition to all other obligations herein provided for.

BUT THIS CONVEYANCE IS MADE UPON THIS SPECIAL TRUST: If the total amount of the debt, interest, advances and other sums secured hereby are paid in full in accordance with the terms of the above mentioned Note and this Deed of Trust, this conveyance shall be null and void and may be canceled of record at the request and cost of the Grantor and title shall revert as provided by law. If, however, there shall be a default in any of the terms and conditions of this Deed of Trust, the Note, any loan agreement, guaranty, any other instrument securing the Note or any advance secured hereby, all sums owing to Beneficiary thereunder, regardless of maturity and without notice shall immediately become due and payable at the option of Beneficiary; and, on application of Beneficiary, Trustee shall foreclose this Deed of Trust by Judicial Proceedings or at Beneficiary's election Trustee shall sell (and is hereby empowered to sell) the Property at public sale to the last and highest bidder for cash (free of any equity of redemption, homestead, dower, curtesy or other exemption, all of which are expressly waived by Grantor) after compliance with applicable North Carolina laws relating to foreclosure sales under power of sale and shall execute a conveyance to the successful purchaser at said sale. Pursuant to the provisions of North Carolina General Statute 45-21.8, the Trustee or Trustees are hereby empowered to sell any parcel of the Property, whether or not, in the

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E. CARL BOYLES TRUST
Taxpayer Identification No.: 56-6345095

BY: Fred G. Eidson (SEAL)
FRED G. EIDSON, TRUSTEE

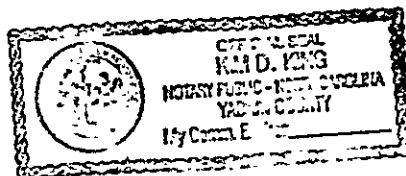
STATE OF NORTH CAROLINA, YADKIN COUNTY

On this 7th day of December, 1995, personally came before me,
Fred G. Eidson, a Notary Public of the
County of Yadkin, State of North Carolina, Fred G. Eidson, who
being by me duly sworn says that he is Trustee for E. Carl Boyles Trust
and that said instrument was signed and sealed by him for and on behalf
of said trust by its authority duly given.

My Commission Expires:

4/23/2000

Kim D. King
Notary Public



SIGNATURE PAGE TO DEED OF TRUST
OF G & B OIL COMPANY, INC.

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judgment of the Trustee or Trustees, the proceeds of the parcel sold will be sufficient to satisfy the Note secured hereby, and this provision shall govern the sale or sales of the parcels of Property. The proceeds of any such sale shall be applied in the manner and in the order prescribed by applicable North Carolina laws it being agreed that the expenses of any such sale shall include a reasonable fee to the Trustee for making such sale and for all services performed by him hereunder. Beneficiary may bid and become the purchaser at any sale under this Deed of Trust. At any such sale Trustee may at its election require the successful bidder immediately to deposit with Trustee cash or certified check in an amount equal to all or any part of the successful bid, and notice of any such requirement need not be included in the advertisement of the notice of such sale.

IN WITNESS WHEREOF, Grantor (if an individual or partnership) has hereunto set his hand and seal, or (if a corporation) has caused this Deed of Trust to be executed in its corporate name by its duly authorized officers and its seal to be hereunto affixed, the day and year first above written.

CORPORATE GRANTOR:

G & B Oil Company, Incorporated
Name of Corporation

BY:

John C. Eidson
John C. Eidson, President

Attest:

Fred G. Eidson
Fred G. Eidson, Secretary/Treasurer



Address of Grantor:

667 N. Bridge Street
Elkin, North Carolina 28621

Address of Beneficiary:

301 South Tryon Street
Charlotte, North Carolina 28288

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CORPORATE ACKNOWLEDGMENT

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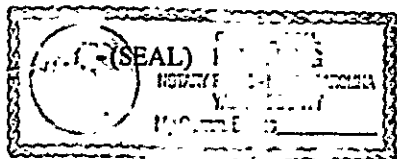
STATE OF NORTH CAROLINA, Yadkin COUNTY ss:

On this 7th day of December, 19 95, personally came before me, Kim D. King, a Notary Public of the County of Yadkin, State of North Carolina, Jeffrey C. Eidson, who, being by me duly sworn says that he is President of G & B Oil Company, Incorporated, a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed by him for and on behalf of said corporation by its authority duly given. And the said Fred G. Eidson, Secretary/Treasurer acknowledged said instrument to be the act and deed of said corporation.

My Commission Expires:

4/23/2000

Kim D. King
Notary Public



NORTH CAROLINA, Surry COUNTY,

The foregoing certificate of Kim D. King, a Notary Public of the County of Yadkin, by his Notarial Seal thereto attached, is adjudged to be correct. Let the instrument and the certificates be registered.

This 7 day of Dec., 19 95.

Josephine W. Hardy, Deputy
Register of Deeds Surry County, N.C.

34.00 Rec.

FILED

'95 DEC -7 AM 1:13

DENNIS W. "EUD" CAMERON
REGISTER OF DEEDS
SURRY COUNTY, N.C.

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STATE OF NORTH CAROLINA, COUNTY OF YADKIN.

The foregoing certificate(s) of

Kim D. King

Notary Public/Notaries Public,

is (are) certified to be correct. This instrument was presented for registration this 7th day of December, 19 95.

at 11:58 A.M., ~~P.M.~~, and duly recorded in the office of the Register of Deeds of Yadkin County, North Carolina in Book _____, Page _____.

This the 7th day of December, A.D., 19 95.

TED C. WILLIAMS
REGISTER OF DEEDS

94-A-3

By:

Mary Jane Madison

ASSISTANT, DEPUTY REGISTER OF DEEDS

NORTH CAROLINA, DAVIE COUNTY

The foregoing certificate (s) of

Kim D. King

Notary Public ~~is~~ of Yadkin County

~~XX~~(are) certified to be correct. This instrument was presented for registration this 7th day of December, 19 95.

at 1:12 ~~PM~~ P.M., and duly recorded in the office of the register of Deeds of DAVIE COUNTY, North Carolina in Book 231

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This the 7th day of December, A. D., 19 95

Henry L. Shore
REGISTER OF DEEDS

By:

Doris C. Williams

ASSISTANT, ~~REGISTER~~ REGISTER OF DEEDS

K1880
P3314

STATE OF NORTH CAROLINA-Forsyth County

The foregoing (or annexed) certificate

of Kim D. King NP

(here give name and official title of the officer signing the certificate _____ passed upon)

Yadkin County NC

is (are) certified to be correct. This the

7 day of Dec, 19 95

PRESENTED FOR
REGISTRATION
AND RECORDED
'95 DEC 7 P221

John Holloman
Register
Forsyth

John Holloman, Register of Deeds

By

Hilda Green

Deputy Assistant

Probate and Filing Fee \$ 32.00 Kim D. King paid

Exhibit "A" -Forsyth County

G & B Oil Company, Inc.

BEGINNING at an iron stake located in the northwest right of way line of N.C. Highway #150, said iron also being located at the southeast corner of Greenwood & Charles, Inc.'s property; running thence with the east line of Greenwood & Charles Inc.'s property North 06 deg. 04 min. 03 sec. East 276.79 ft. to an iron located in the Piedmont Medical Builders' south boundary; thence running with Piedmont Medical Builders' south boundary South 84 deg. 47 min. 30 sec. East 92.31 ft. to an iron located in the west right of way boundary of Old Winston Road; thence running with the west right of way boundary of Old Winston Road, a curve to the right have a radius of 351.97 ft., a delta angle of 09 deg. 17 min. 50 sec., an arc length of 57.11 ft., a Chord Bearing and Distance of South 28 deg. 19 min. 00 sec. East 57.05 ft. to an iron; thence continuing with the west right of way margin of said road South 23 deg. 40 min. 01 sec. East 108.91 ft. to an iron located in the northwest intersection of the right of way margin of N.C. Highway #150 and Old Winston Road; thence running with the intersection South 21 deg. 19 min. 59 sec. West 42.43 ft. to an iron located in the northwest right of way line of N.C. Highway #150; running thence with the northwest right of way margin of N.C. Highway #150 South 66 deg. 19 min. 59 sec. West 192.74 ft. to the point and place of beginning, containing 0.792 acre, more or less as shown on that certain survey entitled G&B Oil Company, Inc. by Slate Surveying Co., dated April 6, 1987 as revised January 28, 1993.

Said property is also described as Lots 508,509B and 510, Block 5351, Forsyth County Tax Maps. The Grantor hereby reserves the right to receive all the damages or awards received from the State of North Carolina from Forsyth County civil action, 91 CVS 5681.

LEWISVILLE TOWNSHIP -second tract

Lying and being in Lewisville Township, being designated as Tract #2 and a portion of Tract #1 of the A.G. Clayton property. Said plat recorded in the Office of the Register of Deeds of Forsyth County North Carolina, in Plat Book 14, Page 66, to which reference is hereby made for a more complete description. Also, see Book 1277, Page 138 for a metes and bounds description of the portion of Lot#1

Block 4421 Lot 99,100A
Lewisville/Clemmons Road
Lewisville, North Carolina 27023

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