SATISFACTION: The debt secured by this Deed of Trust, as evidenced by the note of other document secured thereby, has been satisfied in full. This day of	PRESENTED FOR
Signed:	REGISTRATION SAND RECORDED
Mail'aGammat	'96 JUN 24 A10:52
Mail after recording to: BILLY R. CRAIG, ATTORNEY AT LAW 124 REYNOLDA VILLAGE WINSTON-SALEM, NC 27106	
This instrument was prepared by:	Forsyth Co. N
BILLY R. CRAIG, ATTORNEY AT LAW 124 REYNOLDA VILLAGE, WINSTON-SALEM Brief description for index:	Recording: Time, Book and Page
•	ale
NORTH CAROLINA (FUTURE ADVA (Collateral is or Include) THIS DEED OF TRUST AND SECURITY AGREEMENT ("Deed of Truday of June, 19 96 by and between:	s Fixtures)
GRANTOR (Include Address) H & H PROPERTIES, LID. 124 REYNOLDA VILLAGE WINSTON-SALFM, NC 27106	TRUSTEE Jerone C. Herring, a resident of North Carolina
IF BOX CHECKED, THIS DEED OF TRUST SECURES AN OBLIGATION INCUFOR THE CONSTRUCTION OF AN IMPROVEMENT ON LAND.	BENEFICIARY BRANCH BANKING AND TRUST COMPANY, a North Carolina state banking corporation P.O. Box 1255, Winston-Salem, NC 27102-1255 RRED
THE FOLLOWING INFORMATION APPLIES TO THIS DEED OF TRUST: 1. The maximum principal amount of the Debt (defined below), including present as	nd future advances, secured by this Deed of Trust is
(\$ THIRTY THOUSAND AND 30,000.00) Dollars.	00/100
2. The Debt, on the date hereof, is evidenced by a Note and/or other Document des Note dated JUNE 14 , 19 96 in the executed by H & H PROPERTIES, LITD./MURRAY M, HEWELL/MIC and may be evidenced by and shall be at all times deemed to include, any and all other note incurred by Grantor and payable to Beneficiary, the terms of which are incorporated herein	HAEL R. HOUGH s or other Documents now or hereafter evidencing any debt whatspever
3. Pursuant to the provisions of Sections 45-67 et seq., of the North Carolina Concluding present and future advances.	ieneral Statutes, this Deed of Trust secures the payment of the Debt,
4. The current principal amount of the Debt advanced on the date hereof (including \$\\\30,000_00\ (if none, so state).	any outstanding amounts advanced previously) by Beneficiary is
5. No execution of a written instrument or notation shall be necessary to evidence of future advances are to be made shall be the fifteen year period beginning on the date of this	or secure any future advances made hereunder. The period within which Deed of Trust.
6. The real property which is the subject of this Deed of Trust is located in or near the Township of , in the Cour State of North Carolina, and the legal description and the chain of title reference of the real	NIV of EYPEVITH in the
BEING KNOWN AND DESIGNATED as Lot No. 2 as shown or Cakcrest as recorded in Plat Book 8, Page 201 in the reference is hereby made for a more particular desc	n the Map of Nading's Additions to ne Forsyth County Registry, to which map
Address: 1518 Polo Road Winston-Salem, NC 27106	•

STÂTEMENT OF PURPOSE: In this Deed of Trust reference shall be made simply to the "Note or other Dicument" and suct Da test rescaled deemed to apply to all of the instruments which evidence or describe the Debt, or which secure its payment, and to all renewals, extensions and on the first page of this Deed of Trust in numbered paragraph 2. This Deed of Trust shall secure the performance of all obligations of Grantor the payment of the Debt. In this Deed of Trust the definition of "Debt" includes: (i) the principal; (ii) all accrued interest including possible other Document (seven if such renewals or extensions are evidenced by new notes or other documents); and (iv) all other obligations of Grantor Beneficiary, insurance premiums and ad valorem taxes).

NOW, THEREFORE, for the purposes and under the conditions described in this Deed of Trust and in consideration of the Debt and the mutual promises of Grantor and Beneficiary, Grantor hereby conveys to Trustee, in trust, with power of sale, the real property described in this Deed of Trust, together with any improvements, equipment and fixtures existing or hereafter placed on or attached to this real property, all improvements, fixtures, and also all appurtenant rights and privileges. The term "the Property" shall include this real property, any such

TO HAVE AND TO HOLD the Property, to Trustee, his successors and assigns, but upon the trust, and under the terms and conditions of this Deed of Trust, to which Grantor, Trustee and Beneficiary hereby agree:

- 1. PERFORMANCE BY GRANTOR. Grantor shall fulfill all of Grantor's obligations as specified in this Deed of Trust, the Note or other Document.
- 2. TAXES, DEEDS OF TRUST, OTHER ENCUMBRANCES. Grantor shall make timely payment of all ad valorem taxes, assessments or other charges or encumbrances which may constitute a lien upon the Property. Grantor shall timely pay and perform any obligation, covenant or any of the Property. Grantor shall upon request of Beneficiary promptly furnish satisfactory evidence of such payment or performance. Grantor shall not enter into, terminate, cancel or amend any lease affecting the Property or any part thereof without the prior written consent of Beneficiary. Grantor shall timely pay and perform all terms of any lease or sublease of the Property or any part thereof.
- 3. INSURANCE. Grantor shall keep insured all improvements which are now existing and which might hereafter become part of the troperty, against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required from companies approved by Beneficiary, and Grantor shall pay promptly, when due, any premiums on the insurance. All insurance shall be carried with shall contain loss payable clauses in favor of and in form acceptable to Beneficiary. In the event of loss, Grantor shall give immediate notice to directed to make payment for the loss directly and solely to Beneficiary. Further, Beneficiary may apply the insurance proceeds, or any part damaged.
- 4. ESCROW DEPOSITS. Upon demand of Beneficiary, Grantor shall add to each payment required under the Note or other Document the amount estimated by Beneficiary to be sufficient to enable Beneficiary to pay as they become due all taxes, charges, assessments, and be deposited by Grantor with Beneficiary upon demand.
- 5. PRESERVATION AND MAINTENANCE OF THE PROPERTY. Grantor shall keep the Property in as good order and repair as it now is (reasonable wear and tear excepted) and shall neither commit nor permit any waste or any other occurrence or use which might impair the value alteration thereof without Beneficiary's prior written consent.
- 6. COMPLIANCE WITH LAWS. Grantor shall regularly and promptly comply with any applicable legal requirements of the United States, the State of North Carolina or other governmental entity, agency or instrumentality relating to the use or condition of the Property.
- 7. CONDEMNATION AWARD. Any award for the taking of, or damages to, all or any part of the Property or any interest therein upon the Debt.
- 8. PAYMENTS BY BENEFICIARY. If Grantor shall be in default in the timely payment or performance of any of Grantor's obligations, the Note or other Document, under this Deed of Trust or Other Deed of Trust, Beneficiary may, but it is not obligated to, expend for the account of Grantor any sums, expenses and fees which Beneficiary believes appropriate for the protection of the Property and the maintenance and from the time expended until paid at the rate of interest accruing on the Debt, and shall be due and payable on demand.
- 9. RENTS AND PROFITS. Grantor hereby assigns to Beneficiary all future rents and profits from the Property as additional security for the payment of the Debt and for the performance of all obligations secured by this Deed of Trust. Grantor hereby appoints Beneficiary as Grantor's obligations secured by this Deed of Trust in any manner as Beneficiary may desire. However, until default under the Note or other Document or election to pursue the collection of the rents or profits shall be in addition to all other remedies which Beneficiary might have and may be put
- 10. SECURITY INTEREST. All the fixtures and equipment which comprise a part of the Property shall, as far as permitted by law, be deemed to be affixed to the aforesaid land and conveyed therewith. As to the balance of the fixtures, this Deed of Trust shall be considered to be a security agreement which creates a security interest in such fixtures for the benefit of Beneficiary. In that regard, Grantor grants to Beneficiary all of the rights and remedies of a secured party under the North Carolina Uniform Commercial Code. Grantor agrees to execute and deliver to statements and other documents reasonably required to perfect and maintain the security interest created hereby. Grantor hereby irrevocably (as Grantor on any financing statement, continuation of financing statement or similar document required to perfect or continue such security interests. However to the extent allowed by law, this Deed of Trust shall be a financing statement sufficient to perfect and maintain any security interest created hereby in the Property and its Proceeds.
- 11. GRANTOR'S CONTINUING OBLIGATION. This Deed of Trust shall remain as security for full payment of the Debt and for performance of any obligation evidenced by the Note or other Document, notwithstanding any of the following: (a) the sale or release of all or any part of the Property; (b) the assumption by another party of Grantor's obligations under this Deed of Trust, the Note or other Document; (c) the Document, whether granted to Grantor or to a subsequent owner of the Property; or (d) the release of any party who has assumed payment of affect the full force and effect of the lien of this Deed of Trust, the Note or other Document. None of the foregoing shall, in any way, against Grantor or any party who had assumed payment of the Debt of who assumed any other obligations the performance of which is secured by this Deed of Trust.
- 12. SUBSTITUTION OF TRUSTEE. Beneficiary shall have the unqualified right to remove the individual designated as Trustee on the first page of this Deed of Trust, and to appoint one or more substitute or successor Trustees by instruments filed for registration in the County Registry where this Deed of Trust is recorded. Any such removal or appointment may be made at any time and from time to time without notice, without specifying any reason therefor and without any court approval. Any such appointee shall become fully vested with title to the Property as though that party were named herein as the original Trustee.
- 13. INDEMNIFICATION IN EVENT OF ADVERSE CLAIMS. In the event that Beneficiary or Trustee voluntarily or otherwise shall become parties to any suit or legal proceeding involving the Property, they shall be saved harmless and shall be reimbursed by Grantor for any amounts Trust and payable upon demand.

 Trust and payable upon demand.
- 14. INSPECTION. Beneficiary may at any reasonable time and from time to time make or cause to be made reasonable entries upon, investigations, and inspections of the Property, including without limitation any inspections or investigations such as sampling and testing which may be necessary or desirable to review compliance with Environmental Laws.
- 15. WARRANTIES. Grantor covenants with Trustee and Beneficiary that Grantor is seized of the Property in fee simple, has the right to convey the same in fee simple, that title to the Property is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever, subject only to any declarations, easements, restrictions or encumbrances listed in the title opinion or title insurance policy which Beneficiary obtained in the transaction in which Beneficiary obtained this Deed of Trust.

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- Beneficiary employs an attorney to assist in the collection of the Debt or to enforce compliance of Granter (in the law of the level of this Deed of Trust, the note or other Document, and Beneficiary employs an attorney to assist in the collection of the Debt or to enforce compliance of Granter (in the law of the level beneficiary or Trustee shall become parties to any such or legal proceeding (including any proceeding conducted before any United States Bankruptcy Court) concerning the Property, concerning the lien of this Deed of Trust, concerning collection of the Debt or concerning compliance by Grantor with any of the provisions of this Deed of Trust, the Note or other Document, Grantor shall pay Beneficiary's reasonable attorneys' fees and all of the costs that may be incurred, and such fees and costs shall be secured by this Dead of Trust and its navment enforced as if it were a part of the Debt. Grantor shall be liable for such attorneys' fees and costs secured by this Deed of Trust and its payment enforced as if it were a part of the Debt. Grantor shall be liable for such attorneys' fees and costs whether or not any suit or proceeding is commenced.
- 17. ANTI-MARSHALLING PROVISIONS. Trustee and Beneficiary may grant releases at any time and from time to time of all or any portion of the Property (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 interests, including junior lienors and purchasers subject to the lien of this Deed of Trust, and such releases shall not impair in any manner the validity of or priority of this Deed of Trust on that portion of the Property remaining subject to this Deed of Trust, nor release Grantor from personal liability for the Debt. 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 available to Beneficiary, and Beneficiary shall further have the right to determine the order in which any or all portions of the Debt are satisfied from the proceeds realized upon the exercise of any remedy it has. Grantor, or any party who consents to this, or any party who has actual or constructive notice hereof, hereby waives any and all rights to require the marshalling of assets in connection with the exercise of any of the remedies permitted by applicable law or provided herein. in connection with the exercise of any of the remedies permitted by applicable law or provided herein.
- consents to fins, or any parry who has actual or constructive notice nereor, nereby waives any and an ingrist to require the marshalling or assets in connection with the exercise of any of the remedies permitted by applicable law or provided herein.

 18. ENVIRONMENTAL ISSUES. Grantor for itself, its successors and assigns represents, warrants and agrees that (a) neither Grantor nor any other person has used or installed any Hazardous Material (as hereinafter defined) on the Property or received any notice from any governmental agency, entity or other person with regard to Hazardous Materials on, from or affecting the Property; (b) neither Grantor or any other person has violated any applicable Environmental Laws; there are no circumstances presently in extending against Grantor relating to the Property or against any other party relating vasting upon or under the Property, or relating to the Property which may violate any applicable Environmental Laws, and there is not now pending, or threatened, any action, suit, investigation or proceeding against Grantor relating to the Property for against any other party relating to the Property, seeking to enforce any right or remedy under any of the Environmental Laws; (d) the Property shall be kept free of Hazardous Materials, and shall not be used to generate, manufacture, transport, treat, store, handle, dispose, or process Hazardous Materials (6) Grantor shall not ceuse nor permit the installation of Hazardous Materials in the Property nor a release of Hazardous Materials (6) Grantor shall not ceuse nor permit the installation of Hazardous Materials on the Property and shall keep the Property in a compliance by all other parties with all applicable Environmental Laws; (e) the Grantor has obtained and will at all times comply with and ensure clear of any liens imposed pursuant to any applicable Environmental Laws; (e) the Grantor has obtained and will at all times continue to obtain and/or maintain all liensess, permits, and/or other governmental agency, environmental
 - 19. EVENTS OF DEFAULT. Grantor shall be in default under this Deed of Trust upon the occurrence of any of the following:
- (a) Default in the payment or performance of any of the obligations, or of any covenant or warranty, in this Deed of Trust, in the Note or other Document, or in any other note of Grantor to Beneficiary or any contract between Grantor and Beneficiary; or in any contract between any third party and Beneficiary made for the benefit of Grantor; or
- (b) Any warranty, representation or statement made or furnished to Beneficiary by or on behalf of Grantor in connection with this transaction proving to have been false in any material respect when made or furnished; or
- (c) Loss, theft, substantial damage, destruction to or of the Property, or the assertion or making of any levy, seizure, mechanic's or materialman's lien or attachment thereof or thereon; or
- (d) Death, dissolution, termination of existence, insolvency, business failure, appointment of a Receiver for any part of the property of, assignment for the benefit of creditors by, or the inability to pay debts in the ordinary course of business of the Grantor or any co-maker, endorser, guarantor or surety for Grantor; or
- (e) Failure of a corporate Grantor or co-maker, endorser, guarantor or surety for Grantor to maintain its corporate existence in good
- (f) Upon the entry of any monetary judgment or the assessment of filing of any tax lien against Grantor; or upon the issuance of any writ of garnishment or attachment against any property of debts due or rights of Grantor; or
- (g) The sale (including sale by land contract upon delivery of possession), transfer or encumbrance of all or any part of the Property or any interest therein, or any change in the ownership or control of any corporate or partnership Grantor, without Beneficiary's prior written consent;
- (h) If Beneficiary should otherwise deem itself, its security interests, the Property or the Debt unsafe or insecure; or should Beneficiary otherwise believe that the prospect of payment or other performance is impaired.
- 20. REMEDIES OF BENEFICIARY UPON DEFAULT. Upon the occurrence of any event of default, Beneficiary may, at its option, without prior notice to Grantor, declare the Debt to be immediately due and payable in full; and, on application of Beneficiary, Trustee shall foreclose this Deed of Trust in any manner permitted by North Carolina law, including selling the Property or any part thereof at public sale to the last and highest bidder for cash, free of any equity of redemption, homestead, dower, curtesy or other state or federal 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 Trustee shall execute and deliver to the purchaser a 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. The proceeds of any such sale shall include a commission of five per cent of the gross sales price to Trustee for holding such sale and for all services performed by him hereunder excluding expenses incurred in making sale. In the event a foreclosure suit or special proceeding is commenced, and no sale is held, then the Grantor shall pay to the Trustee: 1 all expenses incurred by Trustee and 2) a partial commission computed on five per cent of the balance of the unpaid Debt. Beneficiary may bid and become the purchaser at any sale under this Deed of Trust. At any such sale Trustee may at his election require the successful bidder immediately to deposit with Trustee cash 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. If foreclosure proceedings are instituted under this Deed of Trust, Trustoe is horoby authorized to take possession of the Property and collect any rental, accrued or to accrue; or Trustee may lease the Property or any part thereof, receive
- 21. RELEASE AND CANCELLATION. Upon fulfillment of all of obligations, the performance of which is secured by this Deed of Trust, and upon payment of the Debt, this Deed of Trust and the Note or other Document shall be marked "Satisfied" and returned to Grantor, and this conveyance shall be null and void and may be cancelled of record at the request and cost of Grantor, and title to the Property shall revest as
- 22. MISCELLANEOUS. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and shall not be used to interpret or define any provisions. All remedies provided herein 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. All covenants contained herein shall bind, 'and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors or assigns of the parties to this Deed of Trust, and the designations "Grantor", "Trustee" and "Beneficiary" include the parties, their heirs, executors, administrators, successors and assigns. The designations "Corporate", "Corporation", and "Partnership" include limited liability companies and limited liability partnerships. Whenever used, the singular number shall include the plural, and the plural the singular, and the use of any gender shall be applicable to all genders. This Deed of Trust shall be governed by and construed under North Carolina law. Any forbearance by Beneficiary 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 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 Beneficiary shall not be a waiver of Beneficiary's right to accelerate the maturity of the Debt. Time is of the essence in the payment or performance of any of the obligations, or of any covenant or warranty contained in this Deed of Trust or in the Note, or other Document.

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antor has caused IN TESTIMONY WHEREOD (cit individual set his hand and adopted as his seal the word "SE.	
President, near his signature, this sealed instrument being ex	
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OLINA, COUNTY OF FORSYTH	
MURRAY M. HEWELL	c, do hereby certify that Grantor
me this day and acknowledged the execution of this Deed of Trust.	Giamoi
tal stamp of seal, this 1411 day of JUNE	.1996
JULY 26, 2000 JMp. B	(dayce)
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IONYA B. JOYCE a Notary Publi	c, do hereby certify tha
MICHAEL R. HOUGH e me this day and acknowledged the execution of this Deed of Trust.	Grantos
tial stamp or seal, this 14TH day of JUNE	,1996
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