

D. T. BOOK 256 PAGE 486

-RB420 P0891

Prepared by: Carla H. Wade  
RETURN TO: Quality Control  
First Union National Bank of Virginia  
P.O. Box 13327  
Roanoke, Virginia 24040-7391

After recording return to:  
FINGER, PARKER, AVRAM & HEINTZELMAN, L.L.P.  
P.O. Drawer 8  
Jonesville, NC 28642  
File No. 92-1589  
FEE: \$ 32.00  
PRESENTED & RECORDED: 05/30/1997 2:41PM  
DICKIE L. WOOD REGISTER OF DEEDS BY: CANPPE

*B. Campbell*

Book 211  
Page 0648 0507

SATISFACTION: The Obligations secured by the within Deed of Trust has been satisfied in full, this  
the \_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_.

Signed: \_\_\_\_\_  
\_\_\_\_\_

FILED FOR REGISTRATION  
May 30, 1997 1:36 P.M.  
DATE TIME  
AND RECORDED IN BOOK 256 PAGE 486  
HENRY I. SHORE, REGISTER OF DEEDS  
DAVIE COUNTY, NC  
By *Martha Smith*  
Deputy

H. 1949 P 0894

AMENDED AND RESTATED  
DEED OF TRUST  
AND ABSOLUTE ASSIGNMENT OF RENTS

(This Deed of Trust will correct, amend and restate that certain Deed of Trust dated December 7, 1995 recorded in the Register of Deeds office for Surry County on December 7, 1995 in Book 598, page 411, recorded in the Register of Deeds office for Yadkin County on December 7, 1995 in Book 391, page 410, recorded in the Register of Deeds office for Davie County on December 7, 1995 in Book 231, page 403, and recorded in the Register of Deeds office for Forsyth County on December 7, 1995 in Book 1880, page 3305.)

This DEED OF TRUST is made May 30, 1997 by and between the following parties:

"Grantor"  
G & B OIL COMPANY, INCORPORATED. a North Carolina Corporation  
AND E. CARL BOYLES TRUST,  
mailing address  
667 N. Bridge Street  
Elkin, North Carolina 28621

"Bank" as beneficiary, noteholder and grantee  
FIRST UNION NATIONAL BANK OF NORTH CAROLINA  
mailing address  
301 South Tryon Street  
Charlotte, North Carolina 28202

"Trustee"  
TRSTE, Inc., qualified to do business in North Carolina

Bank is the owner and holder of (i) a certain promissory note dated December 7, 1995 in the original amount of \$2,750,000.00 and as renewed and modified by that certain promissory note dated May 30, 1997, in the amount of \$3,000,000.00 maturing on April 30, 2000, (ii) a certain promissory note December 7, 1995 in the original amount of \$1,000,000.00 and as renewed and modified by that certain promissory note dated May 30, 1997, maturing on Demand, (iii) a certain promissory note dated December 2, 1996 in the original amount of \$400,000.00 and as renewed and modified by that certain promissory note dated May 30, 1997 in the amount of \$500,000.00, expiring on March 31, 1998 and made by G & B Oil Company, Incorporated payable to Bank (the "Note"),

~~RB420 P0092~~

Book Page  
0648 0508

D T 300K 256 PAGE 487

H 1949 P0895

To secure payment and performance of obligations (collectively the "Obligations") under the Note, this Deed of Trust, other Loan Documents as defined in the Note (the "Loan Documents"), and any renewals, extensions, novations, or modifications of the foregoing, and in consideration of these premises and for other consideration, Grantor does grant and convey unto Trustee, in fee simple, those certain tracts of land in the Counties of Davie, Surry, Forsyth, and Yadkin, State of North Carolina described in EXHIBIT A attached hereto and made a part hereof; TOGETHER WITH: (i) all leasehold estate, and all right, title and interest of Grantor in and to all leases or subleases covering such land now or hereafter existing including, without limitation, all cash or security deposits or advance rentals; (ii) all right, title and interest of Grantor in and to all options to purchase or lease such land or any interest therein, and any greater estate in such land owned or hereafter acquired by Grantor; (iii) all easements, streets, alleys, rights-of-way and rights used in connection therewith or as a means of access thereto, and all tenements, hereditaments, and all water rights and appurtenances thereof and thereto; (iv) all buildings, structures and improvements now or hereafter erected thereon; (v) all fixtures now or hereafter affixed to such land, even though they may be detached or detachable, and all building improvement and construction materials, supplies and equipment hereafter delivered to such land contemplating affixation thereon; (vi) all awards and proceeds of condemnation for such land and any improvements thereon or any part thereof to which the Grantor is entitled, and all proceeds, including return premiums and choses in action arising under any insurance policies maintained with respect to all or any part of the foregoing; (vii) all rents, issues and profits of such land and improvements, and all the estate, right, title and interest of every nature whatsoever of the Grantor in and to the same; and (viii) all proceeds, products, replacements, additions, substitutions, renewals, accessions and reversions of any of the foregoing items.

All of the real and personal property and property rights hereby conveyed are referred to individually and collectively as the "Property."

TO HAVE AND TO HOLD the Property and all the estate, right, title and interest, in law and in equity, of Grantor in and to the Property unto Trustee and its successors and assigns, in fee simple, forever.

IN TRUST, HOWEVER that if all Obligations are timely paid and performed and each and every representation, warranty, agreement, and condition of this Deed of Trust and other Loan Documents is complied with and abided by, this Deed of Trust and the estate hereby created shall cease and be null, void, and canceled of record at the request and expense of Grantor, and if Default occurs, Trustee is authorized to foreclose and sell the Property under power of sale or by judicial proceeding according to applicable law and as provided herein.

Grantor warrants and represents that Grantor is lawfully seized of the Property, in fee simple, absolute, that Grantor has the legal right to convey and encumber the same, and that the Property is free and clear of all liens and encumbrances. Grantor further warrants and will forever defend all and singular the Property and title thereto to Trustee, Bank, and their respective successors and assigns, against the lawful claims of all persons whomsoever.

To protect the security of this Deed of Trust, Grantor further represents and agrees with Trustee and Bank as follows:

**Payment of Obligations.** That the Obligations shall be timely paid and performed.

**Future Advances.** This Deed of Trust is given to secure not only existing Obligations, but also future advances made within fifteen (15) years of the date of this Deed of Trust to the same extent as if such future advances are made on the date of the execution of this Deed of Trust. The principal amount (including any future advances) that may be so secured may decrease or increase

from time to time, but the total amount so secured at any one time shall not exceed the maximum principal amount of \$4,500,000.00, plus all interest, costs, reimbursements, fees and expenses due under this Deed of Trust and secured hereby. Grantor shall not execute any document that impairs or otherwise impacts the priority of any future advances secured by this Deed of Trust. The amount of present obligations secured hereby is \$2,472,677.24.

**Leases, Subleases and Easements.** Grantor shall maintain, enforce and cause to be performed all of the terms and conditions under any lease, sublease or easement which may constitute a portion of the Property. Grantor shall not, without the consent of Bank, agree to the cancellation or surrender under any lease or sublease now or hereafter covering the Property or any part thereof, or prepayment of rents, issues or profits, other than rent paid at the signing of a lease or sublease, nor modify any such lease or sublease so as to shorten the term, decrease the rent, accelerate the payment of rent, or change the terms of any renewal option; and any such purported cancellation, surrender, prepayment or modification made without the consent of Bank shall be void as against Bank.

**Required Insurance.** Grantor shall maintain with respect to the Property: (i) insurance against loss or damage by fire and other casualties and hazards by insurance written on an "all risks" basis, including specifically windstorm and/or hail damage (and flood and earthquake coverage, where available), in an amount not less than the replacement cost thereof, naming Bank as loss payee and mortgagee; (ii) liability insurance providing coverage in such amount as Bank may require but in no event less than \$1,000,000.00 combined single limit, naming Bank as an additional insured; and (iii) such other insurance as Bank may require from time to time.

All casualty insurance policies shall contain an endorsement or agreement by the insurer in form satisfactory to Bank that any loss shall be payable in accordance with the terms of such policy notwithstanding any act or negligence of Grantor and the further agreement of the insurer waiving rights of subrogation against Bank, and rights of set-off, counterclaim or deductions against Grantor.

All insurance policies shall be in form, provide coverages, be issued by companies and be in amounts in each company, satisfactory to Bank, and Grantor shall furnish Bank with an original of all policies. At least thirty (30) days prior to the expiration of each such policy, Grantor shall furnish Bank with evidence satisfactory to Bank of the payment of premium and the reissuance of a policy continuing insurance in force as required by this Deed of Trust. All such policies shall provide that the policy will not be canceled or materially amended without at least thirty (30) days prior written notice to Bank. In the event Grantor fails to provide, maintain, keep in force, and furnish to Bank the policies of insurance required by this paragraph, Bank may procure such insurance or single-interest insurance in such amounts, at such premium, for such risks and by such means as Bank chooses, at Grantor's expense; provided however, Bank shall have no responsibility to obtain any insurance, but if Bank does obtain insurance, Bank shall have no responsibility to Grantor or other persons that insurance obtained shall be adequate or provide any protection to Grantor.

**Insurance Proceeds.** After occurrence of any loss to any of the Property, Grantor shall give prompt written notice thereof to Bank.

In the event of such loss all insurance proceeds shall be payable to Bank, and Grantor hereby authorizes and directs any affected insurance company to make payment of such proceeds directly to Bank. Bank is hereby authorized by Grantor to settle, adjust or compromise any claims for loss or damage under any policy or policies of insurance and Grantor appoints Bank its attorney-in-fact to receive and endorse any insurance proceeds to Bank, which appointment is coupled with an interest and shall be irrevocable as long as any Obligations remain unsatisfied.

1969 P0893

In the event of any damage to or destruction of the Property, Bank shall have the option of applying or paying all or part of the insurance proceeds to (i) the Obligations in such order as Bank may determine, (ii) restoration of the Property, or (iii) Grantor. Nothing herein shall be deemed to excuse Grantor from restoring, repairing and maintaining the Property as required herein.

**Impositions.** Grantor will pay before they are due all taxes, levies, assessments and other fees and charges imposed upon or which may become a lien upon the Property under any law or ordinance (all of the foregoing collectively "Impositions").

**Use of Property.** Grantor shall use and operate, and require its lessees or licensees to use and operate, the Property in compliance with all applicable laws and ordinances, covenants, and restrictions, and with all applicable requirements of any lease or sublease now or hereafter affecting the Property. Grantor shall not permit any unlawful use of the Property or any use that may give rise to a claim of forfeiture of any of the Property. Grantor shall not allow changes in the stated use of Property from that disclosed to Bank at the time of execution hereof. Grantor shall not initiate or acquiesce to a zoning change of the Property without prior notice to, and written consent of, Bank.

**Maintenance, Repairs and Alterations.** Grantor shall keep and maintain the Property in good condition and repair and fully protected from the elements to the satisfaction of Bank. Grantor will not remove, demolish or structurally alter any of the buildings or other improvements on the Property (except such alterations as may be required by laws, ordinances or regulations) without the prior written consent of Bank. Grantor shall promptly notify Bank in writing of any material loss, damage or adverse condition affecting the Property.

**Eminent Domain.** Should the Property or any interest therein be taken or damaged by reason of any public use or improvement or condemnation proceeding ("Condemnation"), or should Grantor receive any notice or other information regarding such Condemnation, Grantor shall give prompt written notice thereof to Bank. Bank shall be entitled to all compensation, awards and other payments or relief granted in connection with such Condemnation and, at its option, may commence, appear in and prosecute in its own name any action or proceedings relating thereto. Bank shall be entitled to make any compromise or settlement in connection with such taking or damage. All compensation, awards, and damages awarded to Grantor related to any Condemnation (the "Proceeds") are hereby assigned to Bank and Grantor agrees to execute such further assignments of the Proceeds as Bank may require. Bank shall have the option of applying or paying the Proceeds in the same manner as insurance proceeds as provided herein. Grantor appoints Bank as its attorney-in-fact to receive and endorse the Proceeds to Bank, which appointment is coupled with an interest and shall be irrevocable as long as any Obligations remain unsatisfied.

**Environmental Condition of Property and Indemnity.** Grantor warrants and represents to Bank, except as reported by Grantor to Bank in writing, that: (i) Grantor has inspected and is familiar with the environmental condition of the Property; (ii) the Property and Grantor, and any occupants of the Property, are in compliance with and shall continue to be in compliance with all applicable federal, state and local laws and regulations intended to protect the environment and public health and safety as the same may be amended from time to time ("Environmental Laws"); (iii) the Property is not and has never been used to handle, treat, store or dispose of oil, petroleum products, hazardous substances in any quantity, hazardous waste, toxic substances, regulated substances or hazardous air pollutants ("Hazardous Materials") in violation of any Environmental Laws; and (iv) no Hazardous Materials (including asbestos or lead paint in any form) are located on, in or under the Property or emanate from the Property. Further, Grantor represents to Bank that no portion of the Property is a protected wetland. Grantor agrees to notify Bank immediately upon receipt of any citations, warnings, orders, notices, consent agreements, process or claims alleging or relating to violations of any Environmental Laws or to the environmental condition of the Property.

Grantor shall indemnify, hold harmless, and defend Bank and Trustee from and against any and all damages, penalties, fines, claims, suits, liabilities, costs, judgments and expenses, including attorneys', consultants' or experts' fees of every kind and nature incurred, suffered by or asserted against Bank or Trustee as a direct or indirect result of: (i) representations made by Grantor in this section being or becoming untrue in any material respect; or (ii) Grantor's violation of or failure to meet the requirements of any Environmental Laws; or (iii) Hazardous Materials which, while the Property is subject to this Deed of Trust, exist on the Property. Bank shall have the right to arrange for or conduct environmental inspections of the Property from time to time (including the taking of soil, water, air or material samples). The cost of such inspections made after Default or which are required by laws or regulations applicable to Bank shall be borne by Grantor. Grantor's obligations under this paragraph shall continue, survive and remain in full force and effect notwithstanding foreclosure, satisfaction of this Deed of Trust or full satisfaction of the Obligations. However, Grantor's indemnity shall not apply to any negligent or intentional act of Bank which takes place after foreclosure or satisfaction of this Deed of Trust.

**Appraisals.** Grantor agrees that Bank may obtain an appraisal of the Property when required by the regulations of the Federal Reserve Board or the Office of the Comptroller of the Currency or at such other times as Bank may reasonably require. Such appraisals shall be performed by an independent third party appraiser selected by Bank. The cost of such appraisals shall be borne by Grantor. If requested by Bank, Grantor shall execute an engagement letter addressed to the appraiser selected by Bank. Grantor's failure or refusal to sign such an engagement letter, however, shall not impair Bank's right to obtain such an appraisal. Grantor agrees to pay the cost of such appraisal within ten (10) days after receiving an invoice for such appraisal.

**Inspections.** Bank, or its representatives or agents, are authorized to enter at any reasonable time upon any part of the Property for the purpose of inspecting the Property and for the purpose of performing any of the acts it is authorized to perform under the terms of this Deed of Trust.

**Liens and Subrogation.** Grantor shall pay and promptly discharge all liens, claims and encumbrances upon the Property. Grantor shall have the right to contest in good faith the validity of any such lien, claim or encumbrance, provided: (i) such contest suspends the collection thereof or there is no danger of the Property being sold or forfeited while such contest is pending; (ii) Grantor first deposits with Bank a bond or other security satisfactory to Bank in such amounts as Bank shall reasonably require; and (iii) Grantor thereafter diligently proceeds to cause such lien, claim or encumbrance to be removed and discharged.

Bank shall be subrogated to any liens, claims and encumbrances against Grantor or the Property that are paid or discharged through payment by Bank or with loan proceeds, notwithstanding the record cancellation or satisfaction thereof.

**Waiver of Grantor's Rights.** Grantor waives any: (i) rights of homestead or other exemption with regard to any of the Property; (ii) rights or claims of equitable or statutory redemption; (iii) rights of appraisal; and (iv) rights to require marshaling of assets.

**Payments by Bank; Indemnification.** In the event of default in the timely payment or performance of any of the Obligations, Bank, at its option and without any duty on its part to determine the validity or necessity thereof, may pay the sums for which Grantor is obligated. Further, Bank may pay such sums as Bank deems appropriate for the protection and maintenance of the Property including, without limitation, sums to pay Impositions and other levies, assessments or liens, maintain insurance, make repairs, secure the Property, maintain utility service, intervene in any condemnation, and pay attorneys' fees and other fees and costs to enforce this Deed of Trust or protect the lien hereof (including foreclosure) or collect the Obligations, including without

RB420 P0896

Book Page  
0648 0512

limitation, those incurred in any proceeding including Bankruptcy or arbitration. Any amounts so paid shall bear interest at the default rate stated in the Note and shall be secured by this Deed of Trust.

In the event either Bank or Trustee shall become party to any suit or legal proceeding by reason of its status as beneficiary of this Deed of Trust or trustee hereunder, Grantor shall indemnify and hold harmless Bank and Trustee and reimburse Bank and Trustee for any amounts paid or incurred by Bank or Trustee, including all reasonable costs, charges and attorneys' fees in any such suit or proceeding.

**Assignment of Rents.** Grantor hereby absolutely assigns and transfers to Bank all the leases, rents, issues and profits of the Property (collectively "Rents"). So long as no Default exists, Bank gives to and confers upon Grantor the license and authority to collect Rents and to demand, receive and enforce payment, give receipts, releases and satisfactions, and sue in the name of Grantor for all Rents. Grantor represents there has been no prior assignment of leases or Rents, and agrees not to further assign such leases or Rents. Upon the occurrence of a Default, Bank may, without notice, by agent or by a receiver appointed by a court, and without regard to the adequacy of any security for the Obligations, revoke and cancel the license and authority of Grantor to collect Rents, and (i) enter upon and take possession of the Property, (ii) notify tenants, subtenants and any property manager to pay Rents to Bank or its designee, and upon receipt of such notice such persons are authorized and directed to make payment as specified in the notice and disregard any contrary direction or instruction by Grantor, and (iii) in its own name, sue for or otherwise collect Rents, including those past due, and apply Rents, less costs and expenses of operation and collection, including attorneys' fees, to the Obligations in such order and manner as Bank may determine. Banks exercise of any one or more of the foregoing rights shall not cure or waive any Default or notice of Default hereunder.

**Due on Sale or Further Encumbrance.** The direct or indirect sale, assignment, or conveyance of the Property, or any interest therein, or the further encumbrance of the Property, without Bank's written consent shall, at Bank's option, constitute a Default under this Deed of Trust.

**Remedies of Bank on Default.** Failure of Grantor or any other person liable to timely pay or perform any of the Obligations is a default ("Default") under this Deed of Trust. Upon the occurrence of Default the following remedies are available to Bank, without limitation. (i) Bank may exercise any or all of Bank's remedies under this Deed of Trust or other loan documents including, without limitation, acceleration of maturity of all payments and Obligations. (ii) Bank may take immediate possession of the Property or any part thereof (which Grantor agrees to surrender to Bank) and manage, control or lease the same to such persons and at such rental as it may deem proper and collect and apply Rents as provided herein. The taking of possession shall not prevent concurrent or later proceedings for the foreclosure sale of the Property. (iii) Bank may apply to any court of competent jurisdiction for the appointment of a receiver for all purposes including, without limitation, to manage and operate the Property or any part thereof, and to apply the net Rents therefrom to the payment of any of the Obligations. In event of such application, Grantor consents to the appointment of a receiver, and agrees that a receiver may be appointed without notice to Grantor, without regard to the adequacy of any security for the Obligations, and without regard to the solvency of Grantor or any other person, firm or corporation who or which may be liable for the payment of the Obligations. (iv) Upon application of Bank, Trustee shall sell the Property and pay the proceeds of sale according to the following terms and conditions: (a) Trustee shall foreclose upon this Deed of Trust and sell the Property, or any part of the Property, at public sale conducted according to applicable law (referred to as "Trustee's Sale"); (b) Trustee shall provide such notice and shall advertise a Trustee's Sale in the manner required by applicable law; (c) Trustee shall conduct additional Trustee's Sales as may be required until all of the Property is sold or the Obligations are satisfied; (d) Trustee, may receive bids at Trustee's Sale from the Bank and may

256 PART 491

R 1949

P 0899

accept from Bank as successful bidder, credit against the Obligations as payment of any portion of the purchase price; (e) Trustee may receive a reasonable fee for Trustee's services hereunder, not to exceed the maximum fee allowed by applicable law; and (f) Trustee shall apply the proceeds of Trustee's Sale, first to any permitted Trustee's fee, second to expenses of foreclosure and sale, third to the Obligations, and any remaining proceeds as required by law.

**Substitute Trustee.** Bank may, at any time and from time to time, without notice, at the Bank's discretion, remove Trustee and appoint a substitute trustee ("Substitute Trustee") by filing in the records where this Deed of Trust is recorded an instrument affecting such removal and appointment. A Substitute Trustee shall be vested with title to the Property and with all rights, powers, and duties of the original Trustee herein and all provisions hereof pertaining to the Trustee shall similarly affect any Substitute Trustee. Any oath or bond by the Trustee is hereby waived.

**Miscellaneous Provisions.** Grantor agrees to the following: (i) All remedies available to Bank with respect to this Deed of Trust or available at law or in equity shall be cumulative and may be pursued concurrently or successively. No delay by Bank in exercising any remedy shall operate as a waiver of that remedy or of any Default. Any payment by Bank or acceptance by Bank of any partial payment shall not constitute a waiver by Bank of any Default; (ii) The provisions hereof shall be binding upon and inure to the benefit of Grantor, its heirs, personal representatives, successors and assigns including, without limitation, subsequent owners of the Property or any part thereof, and shall be binding upon and inure to the benefit of Bank, its successors and assigns and any future holder of the Note or other Obligations; (iii) Any notices, demands or requests shall be sufficiently given Grantor if in writing and mailed or delivered to the address of Grantor shown above or to another address as provided herein and to Bank if in writing and mailed or delivered to Bank's office address shown above, or such other address as Bank may specify from time to time and in the event that either party hereto changes its address at any time prior to the date the Obligations are paid in full, that party shall promptly give written notice of such change of address by registered or certified mail, return receipt requested, all charges prepaid; (iv) This Deed of Trust may be terminated or modified only by an instrument in writing signed by the Bank and Grantor and may be modified without the Trustee joining or signing such instrument; (v) The captions or headings at the beginning of each paragraph hereof are for the convenience of the parties and are not a part of this Deed of Trust; (vi) If the lien of this Deed of Trust is invalid or unenforceable as to any part of the Obligations, the unsecured portion of the Obligations shall be completely paid (and all payments made shall be deemed to have first been applied to payment of the unsecured portion of the Obligations) prior to payment of the secured portion of the Obligations and if any clause, provision or obligation hereunder is determined invalid or unenforceable the remainder of this Deed of Trust shall be construed and enforced as if such clause, provision or obligation had not been contained herein; (vii) This Deed of Trust shall be governed by and construed under the laws of the jurisdiction where this Deed of Trust is recorded; (viii) Grantor by execution and Bank by acceptance of this Deed of Trust agree to be bound by the terms and provisions hereof.

**Arbitration.** Upon demand of any party hereto, whether made before or after institution of any judicial proceeding, any dispute, claim or controversy arising out of, connected with or relating to this Deed and other Loan Documents ("Disputes") between or among parties to this Deed shall be resolved by binding arbitration as provided herein. Institution of a judicial proceeding by a party does not waive the right of that party to demand arbitration hereunder. Disputes may include, without limitation, tort claims, counterclaims, disputes as to whether a matter is subject to arbitration, claims brought as class actions, claims arising from Loan Documents executed in the future, or claims arising out of or connected with the transaction reflected by this Deed.

Arbitration shall be conducted under and governed by the Commercial Financial Disputes Arbitration Rules (the "Arbitration Rules") of the American Arbitration Association (the "AAA") and

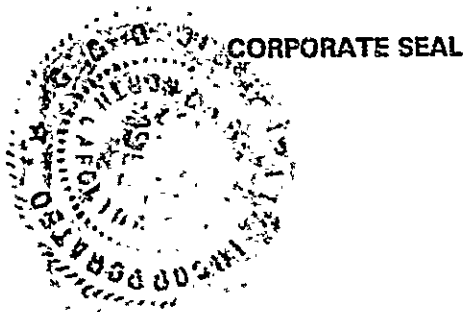


Title 9 of the U.S. Code. All arbitration hearings shall be conducted in the city in which the office of Bank first stated above is located. The expedited procedures set forth in Rule 51 et seq. of the Arbitration Rules shall be applicable to claims of less than \$1,000,000.00. All applicable statutes of limitation shall apply to any Dispute. A judgment upon the award may be entered in any court having jurisdiction. The panel from which all arbitrators are selected shall be comprised of licensed attorneys. The single arbitrator selected for expedited procedure shall be a retired judge from the highest court of general jurisdiction, state or federal, of the state where the hearing will be conducted or if such person is not available to serve, the single arbitrator may be a licensed attorney.

**Preservation and Limitation of Remedies.** Notwithstanding the preceding binding arbitration provisions, Bank and Grantor agree to preserve, without diminution, certain remedies that any party hereto may employ or exercise freely, independently or in connection with an arbitration proceeding or after an arbitration action is brought. Bank and Grantor shall have the right to proceed in any court of proper jurisdiction or by self-help to exercise or prosecute the following remedies, as applicable: (i) all rights to foreclose against any real or personal property or other security by exercising a power of sale granted under Loan Documents or under applicable law or by judicial foreclosure and sale, including a proceeding to confirm the sale; (ii) all rights of self-help including peaceful occupation of real property and collection of rents, set-off, and peaceful possession of personal property; (iii) obtaining provisional or ancillary remedies including injunctive relief, sequestration, garnishment, attachment, appointment of receiver and filing an involuntary bankruptcy proceeding; and (iv) when applicable, a judgment by confession of judgment. Preservation of these remedies does not limit the power of an arbitrator to grant similar remedies that may be requested by a party in a Dispute.

Grantor and Bank agree that they shall not have a remedy of punitive or exemplary damages against the other in any Dispute and hereby waive any right or claim to punitive or exemplary damages they have now or which may arise in the future in connection with any Dispute whether the Dispute is resolved by arbitration or judicially.

IN WITNESS WHEREOF, Grantor has signed and sealed this instrument as of the day and year first above written.



Grantor

G & B Oil Company, Incorporated

By: Jeffrey C. Eidson

Jeffrey C. Eidson, President

Attest: Fred G. Eidson

Fred G. Eidson, Secretary/Treasurer

E. Carl Boyles Trust

By: Fred G. Eidson

Fred G. Eidson, Trustee

N.T. NO. 256 PAGE 493  
H 1949 P 0901

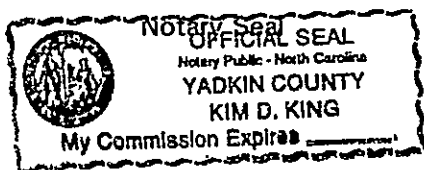


State of North Carolina  
City/County of Yadkin

Corporate Acknowledgment

I certify that Fred G. Eidson personally came before me this day and acknowledged that he/she is Secretary/Treasurer of G & B Oil Company, Incorporated, a North Carolina Corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, Jeffrey C. Eidson, sealed with its corporate seal, and attested by himself/herself as its Secretary/Treasurer.

Witness my hand and official seal, this 30<sup>th</sup> day of May, 1997.



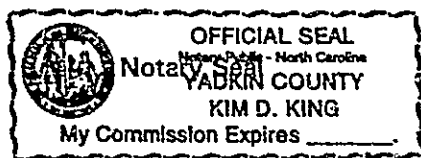
Kim D. King, Notary Public  
Kim D. King  
(Printed Name of Notary)  
My Commission expires: 4/23/2000

State of North Carolina  
County of Yadkin

Trustee Acknowledgment

On this the 30<sup>th</sup> day of May, 1997, before me, Kim D. King, the undersigned officer, personally appeared Fred G. Eidson, Trustee, of the State, Commonwealth (County or City as the case may be) of N.C., known to me (or satisfactorily proven) to be the person described in the foregoing instrument, and acknowledged that he/she executed the same in the capacity therein stated and for the purposes therein contained as the properly authorized trustee on behalf of E. Carl Boyles Trust.

In witness whereof I hereunto set my hand.



Kim D. King, Notary Public  
Kim D. King  
(Printed Name of Notary)  
My Commission expires: 4/23/2000

H. 1949 P 0902

Clerk's Certificate

The foregoing certificate(s) of Kim D. King Notary Public of Yadkin County 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.

HENRY L. SHORE REGISTER OF DEEDS FOR DAVIE COUNTY

By Martha A. Smith  
Deputy/Assistant Register of Deeds

H 1949 P 0903

Clerk's Certificate

The foregoing certificate(s) of Kim D. King N.P.'s 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.

DICKIE G. WOOD, REGISTER OF DEEDS REGISTER OF DEEDS FOR FORSYTH COUNTY

By Dickie Wood  
Deputy/Assistant Register of Deeds

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

R. 1949 P 0904