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FORSYTH CO, NC FEE \$56.00  
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03-28-2008 02:21 PM

KAREN GORDON  
REGISTER OF DEEDS  
BY: E. NAVARRO  
DPTY

BK: RE 2821

PG: 3662-3676

Prepared By: Wanda C. Townsend  
and Mail to: Johnston, Allison & Hord, P.A.  
1065 East Morehead Street  
Charlotte, North Carolina 28204**PAID & SATISFIED**Date 04/04/2011By Jan G. Griffin, SVP  
New Dominion Bank

STATE OF NORTH CAROLINA

COUNTY OF FORSYTH

**DEED OF TRUST AND SECURITY AGREEMENT  
(FUTURE ADVANCES)  
(COLLATERAL IS OR INCLUDES FIXTURES)**(THIS DOCUMENT SERVES AS A FIXTURE FILING UNDER SECTION 25-9-502 OF  
THE UNIFORM COMMERCIAL CODE.)THIS DEED OF TRUST SECURES AN OBLIGATION INCURRED FOR THE  
CONSTRUCTION OF AN IMPROVEMENT ON LAND AND AS SUCH CONSTITUTES A  
"CONSTRUCTION MORTGAGE" UNDER SECTION 25-9-334(h) OF THE NORTH  
CAROLINA GENERAL STATUTES.

BORROWER'S ORGANIZATIONAL IDENTIFICATION NUMBER: 0435975.

THIS DEED OF TRUST AND SECURITY AGREEMENT (the "Deed of Trust") is  
made and entered into as of this 27<sup>th</sup> day of March, 2008, by and between **BOJO  
WALKERTOWN, LLC**, a North Carolina limited liability company (the "Grantor" or  
"Borrower" whether one or more in number, a corporation, partnership, or an individual), whose  
address is 1065 East Morehead Street, 4<sup>th</sup> Floor, Charlotte, North Carolina 28204-2812, X  
**HOLDINGS, LLC** (hereinafter called the "Trustee") whose address  
Charlotte, North Carolina 28204, and **NEWDOMINION BANK**,  
corporation (hereinafter called the "Beneficiary"), whose address is  
Charlotte, North Carolina 28204, as beneficiary and owner and holder  
March 27, 2008 in the original amount of One Million Three Hu  
No/100 Dollars (\$1,350,000.00), maturing on and with the last install

2011014340 00129

FORSYTH CO, NC FEE \$0.00  
PRESENTED & RECORDED:

04-14-2011 02:19:35 PM

C. NORMAN HOLLEMAN  
REGISTER OF DEEDS  
BY: LORI HOLLOWAY  
DPTY

BK: RE 2997

PG: 4101-4102

due in accordance with the terms of that certain Construction Loan Agreement dated of even date herewith between Borrower and Beneficiary (the "Loan Agreement").

AND WHEREAS, Grantor has executed and delivered to Beneficiary a promissory note in the face amount of One Million Three Hundred Fifty Thousand and No/100 Dollars (\$1,350,000.00) dated March 27, 2008 (hereinafter called the "Grantor Note" or the "Note"); the final due date of payment of which is April 1, 2013 if not sooner paid.

AND WHEREAS, the maximum principal amount of present and future obligations which may be incurred under the Loan Agreement and secured by this Deed of Trust shall not exceed One Million Three Hundred Fifty Thousand and No/100 Dollars (\$1,350,000.00), all such future obligations to be incurred on or before the day which is fifteen (15) years from the date of this Deed of Trust.

AND WHEREAS, the amount of present obligations secured by this Deed of Trust is Four hundred sixty thousand and No/100 Dollars (\$ 460,000.00).  
~~SIX hundred SIX~~

AND WHEREAS, the Grantor desires to secure (i) payment and performance of all of Grantor's obligations, covenants and agreements under the Loan Agreement relating to obligations by Borrower to Beneficiary which are incurred within fifteen (15) years after the date hereof, including, without limitation, present and future advances, and reimbursement obligations for draws made under Letters of Credit issued by Beneficiary on behalf of Grantor, (ii) all other obligations, now or later existing of the Borrower to the Beneficiary related to the aforementioned \$1,350,000.00 loan, (iii) the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust or to protect the rights of the Beneficiary hereunder, and (iv) the performance of the covenants and agreements of the Grantor contained herein, by a conveyance of the lands and a grant of the security interests hereinafter described (collectively (i) through (iv) are called the "Obligations");

NOW, THEREFORE, in consideration of the premises and for the purposes aforesaid, and in further consideration of the sum of One Dollar (\$1) paid to the Grantor by the Trustee, receipt of which is hereby acknowledged, the Grantor has given, granted, bargained, sold, and conveyed, and by these presents does give, grant, bargain, sell and convey unto the Trustee, its heirs, successors, and assigns the following described parcel of land and all improvements now or hereafter located thereon, lying and being in or near the City of Walkertown, Forsyth County, State of North Carolina, and more particularly described on Exhibit A attached hereto and incorporated by reference.

**Such parcel of land together with all structures, buildings and other improvements** (hereinafter called the "Improvements"), now or hereafter located thereon being hereinafter called the "Property."

TOGETHER WITH all fixtures, equipment and other articles of personal property now owned by the Grantor and located in or upon the Property, or hereafter acquired and located thereon and used in connection with the operation and maintenance of the Property (hereinafter called the "Collateral").