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FORSYTH CO, NC FEE \$26.00
PRESENTED & RECORDED:

04-28-2014 04:28:04 PM

C. NORMAN HOLLEMAN
REGISTER OF DEEDS
BY: S. GRIFFITH

DPTY

BK: RE 3176

PG: 1215-1226

PREPARED BY AND
UPON RECORDATION RETURN TO:

THE MILLER-HOGUE LAW FIRM, P.C.
1130 Harding Place
Charlotte, North Carolina 28204
Attention: Janeen Miller-Hogue, Esq.
704.307.4330

ENVELOPE

LOAN NO.
4000047600

SECOND MODIFICATION TO REAL ESTATE DEED OF TRUST AND ASSIGNMENT OF
LEASES AND RENTS

by and between

JONESTOWN RETAIL INVESTMENT, LLC

as Grantor

and

NEWDOMINION BANK,

as Beneficiary

Dated as of April 24, 2014

NO TITLE SEARCH WAS REQUESTED OR PERFORMED

SECOND MODIFICATION TO REAL ESTATE DEED OF TRUST AND ASSIGNMENT OF LEASES AND RENTS

This Second Modification to Real Estate Deed of Trust and Assignment of Leases and Rents (this "Second Modification") is made and entered into as of this 24th day of April, 2014, by and between,

JONESTOWN RETAIL INVESTMENT, LLC, a North Carolina limited liability company (hereinafter referred to as "Grantor"), having a business address of c/o Mountain Crest Capital, Inc., 116 Long Pine Court, Chapin, South Carolina 29036;

NEWDOMINION BANK, a North Carolina banking corporation (hereinafter referred to as "Beneficiary"), having a business address of 1111 Metropolitan Avenue, Suite 500, Charlotte, North Carolina 28204; and

X HOLDINGS, LLC, a North Carolina limited liability company, trustee for Beneficiary of the hereinafter described Original Deed of Trust (the "Trustee"), having a business address of 1111 Metropolitan Avenue, Suite 500, Charlotte, NC 28204.

WHEREAS, on or about May 9, 2006, Grantor executed a promissory note in the original principal amount of \$1,950,000.00 (the "Original Note"), payable to the order of Beneficiary, as said Original Note is secured in part by that certain real property owned by the Grantor, known as Centre Stage at Jonestown Shopping Center in Winston-Salem, Forsyth County, North Carolina as further described on the legal description as set forth in that certain Real Estate Deed of Trust with Future Advance Clause of even date therewith (the "Original Property"), recorded in Book 2660 at Page 3981 of the Forsyth County, North Carolina Register of Deeds Office (the "Original Deed of Trust") and as further secured by that certain Assignment of Leases and Rents of even date therewith recorded in Book 2660 at Page 3988 of the Forsyth County, North Carolina Register of Deeds Office (the "Original Assignment of Leases and Rents");

WHEREAS, on or about June 6, 2008, Beneficiary and Grantor reduced the principal amount of the Original Note to One Million Eight Hundred and Fifty Thousand and 00/100 Dollars (\$1,850,000.00) pursuant to that certain Commercial Debt Modification Agreement executed by Grantor (hereinafter the "Note Modification") and also caused an additional promissory note in the principal amount of One Hundred Thousand and 00/100 Dollars (\$100,000.00) to be executed contemporaneously therewith that has since been paid and expired (the "Additional Note") as said Note Modification is secured in part by the Original Deed of Trust and Original Assignment of Leases and Rents pursuant to that certain Modification to Real Estate Deed of Trust and Assignment of Leases and Rents of even date therewith recorded in Book 2841, at Page 785 in the Forsyth County, North Carolina Register of Deeds Office (the "First Security Modification");

WHEREAS, Grantor has obtained knowledge and it has been confirmed by Clinton B. Osborne, N.C.P.L.S. (L- 3834), that the legal description of the Property reflected in the Original Deed of Trust and the First Security Modification has errors in the calls and distances describing the Original Property;

WHEREAS, the errors in the calls and distances describing the Original Property as reflected on the Exhibit A attached to the Original Deed of Trust and the First Security Modification (the "Original Legal Description") have been corrected and appropriately conveyed to the proper parties pursuant to that certain North Carolina Quitclaim Deed of even date herewith from 401 Jonestown, LLC, a Delaware limited liability company to Grantor, as recorded in Book 3176 Page 1195 in the Forsyth County, North Carolina Register of Deeds Office (the "401 Deed") and pursuant to that certain North Carolina Quitclaim Deed of even date herewith from Grantor to 401 Jonestown, LLC, a Delaware limited liability company, as recorded in Book 3176 Page 1200 in the Forsyth County, North Carolina Register of Deeds Office (the "Retail Deed").

WHEREAS, Grantor and Beneficiary desire to replace the Original Legal Description with the legal description as set forth on Exhibit A hereto (the "Replacement Legal Description") to cause release of the real property as reflected in the Retail Deed as reflected on Exhibit B attached hereto and cause security on the real property as described in the 401 Deed as reflected on Exhibit C attached hereto in order for Beneficiary to be properly and fully secured by such real property owned by Grantor and as described on the Replacement Legal Description.

WHEREAS, Grantor hereby represents, warrants, acknowledges and agrees that it derives a direct

Original Deed of Trust, the Original Assignment of Leases and Rents, the Note Modification, Additional Note, and First Security Modification (collectively, the "Original and Modified Note and Security Documents") are hereby amended as follows :

1. The real property securing the Original and Modified Note and Security Documents shall mean the real property reflected on the Replacement Legal Description and any reference to the "Property" in the Original and Modified Note and Security Documents shall now mean said real property as described in the Replacement Legal Description. Accordingly, Grantor hereby grants, conveys and mortgages to Trustee (with power of sale) all Grantor's right, title and interest to the real property described in the 401 Deed, all subject to and in accordance with the terms and conditions in the Original Deed of Trust, as modified by the First Security Modification and this Second Modification. Additionally, Beneficiary and Trustee hereby release and discharge from the lien and security interests of the Original Deed of Trust (as modified by the First Security Modification), all of its right, title and interest in and to the real property described in the Retail Deed.

2. Any reference to the "Deed of Trust" (or like reference) shall mean collectively, the Original Deed of Trust (as modified by the First Security Modification and this Second Modification) or the "Assignment of Leases and Rents" (or like reference) shall mean collectively, the Original Assignment of Leases and Rents (as modified by the First Security Modification and this Second Modification).

3. Further, as the Original Note (as modified by the First Security Modification) is contemporaneously herewith being further modified by that certain Debt Modification Agreement, the "final payment" as referenced in the Original Deed of Trust shall now be May 9, 2014.

4. The Original and Modified Note and Security Documents shall be modified to incorporate the terms of this Second Modification, as applicable.

4. **Reaffirmation of Obligations; Modification Not to be Construed as a Novation.** The Grantor promises to pay the principal sums as set forth in the respective Original Note (as modified by the First Security Modification the Note Modification and this Second Modification) in accordance with the terms thereof and agrees to perform all of the requirements, conditions and obligations under the terms of the Original and Modified Note and Security Documents (as modified by this Second Modification), as hereby modified or supplemented, said documents being hereby ratified and affirmed. The execution and delivery hereof shall not constitute a novation or modification of the lien, encumbrance or security title of the respective Original Note and Security Documents and said respective documents shall retain their priority as originally filed for record. Grantor expressly agrees that the Original Note and Security Documents are in full force and effect and that Grantor has no right to set-off, counterclaim or defense to the payment thereof. Except as specifically set forth herein, each of the terms and conditions under the Original Note and Security Documents are hereby reaffirmed and remain in full force and effect.

5. **Miscellaneous**

a. This Second Modification shall be deemed to be a contract made under, and for all purposes shall be construed in accordance with, the laws of the State of North Carolina.

b. This Second Modification may be executed in any number of counterparts, each of which shall be effective only upon delivery and thereafter shall be deemed an original, and all of which shall be taken to be one and the same instrument, for the same effect as if all parties hereto had signed the same signature page. Any signature page of this Modification may be detached from any counterpart of this Second Modification without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this Second Modification identical in form hereto but having attached to it one or more additional signature pages.

c. This Second Modification is given by the Grantor in consideration for the loans and/or other financial accommodation given by Beneficiary to Grantor. The Grantor understands and accents that

e. No representation or recommendation is made by Beneficiary, its members or agents (including its attorneys) as to the legal sufficiency or tax consequences of this document or the transaction to which it relates. Each party acknowledges that they have had independent legal counsel concerning the contents and legal consequences of this Second Modification. In the event that any party has not in fact secured such counsel they hereby acknowledge that they have been advised to do so; that by signing this Second Modification, they may be giving up for now and all times certain rights which they may have; that they may be creating rights and obligations of which a cause of action for money damages may be awarded; that they have been offered no inducement to execute this Second Modification without the benefit of counsel.

6 Guarantors Acknowledgment and Acceptance of Modification.

WHEREAS, Andrew C. Hooker and wife, Dawn S. Hooker (each a "Guarantor" and collectively "Guarantors"), executed those certain "Guaranty of Payment Agreements" contemporaneously with the executed of the Original Note, Original Deed of Trust and Original Assignment of Leases and Rents as well as joined in the execution of the First Security Modification and other loan documents executed in connection therewith to guaranty the payment and performance of the same;

WHEREAS, the Guarantors acknowledge, agree and accept that the Beneficiary would not enter into this Second Modification without the Guarantors' acknowledgment and acceptance of the terms of this Second Modification.

NOW, THEREFORE, in consideration of the existing amounts owing under the Original Note (as modified by the First Security Modification, the Note Modification and this Second Modification) and as a condition precedent to Beneficiary's willingness to consent to this Second Modification, Guarantors hereby agree and accept as follows:

1. Guarantors acknowledge and accept the terms of this Second Modification;
3. Guarantors acknowledge and accept that the amounts due under the Original Note (as modified by the First Security Modification, the Note Modification and this Second Modification) and the loan documents that secure the same shall continue to be secured by their personal guaranty (jointly and severally) pursuant to the Guaranty Agreements;
4. Guarantors warrant to Beneficiary that this Second Modification is of value to Guarantor;
and
5. Each Guarantor absolutely, irrevocable and unconditionally guarantees and promises to pay and perform all of the obligations under the Original Note (as modified by the First Security Modification, the Note Modification and this Second Modification) as well as in the event of an event of default under any one or all of the foregoing. Beneficiary shall have the right to proceed against each Guarantor (jointly or collectively) immediately upon default by Grantor in payment or performance of any obligations and shall not be required to take any action or proceedings of any kind against Grantor or any other party liable for such Borrowers' debt or obligations or any security which Beneficiary may hold, to give notice of default to the Guarantor or any other person, or to pursue any other remedy in Beneficiary's power whatsoever. Specifically, each Guarantor waives its rights under North Carolina General Statutes Section 26-1 et seq.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Modification as of the day and year first written above.

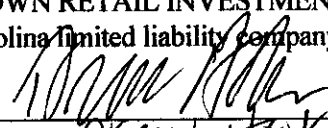
GRANTOR:

JONESTOWN RETAIL INVESTMENT, LLC, a
North Carolina limited liability company

By: _____

Name: _____

Title: _____


Owen Hooker
manager

BENEFICIARY:

NEWDOMINION BANK, a North Carolina banking corporation

By: _____

Name: _____

Title: _____

TRUSTEE:

X HOLDINGS, LLC, a
North Carolina limited liability company

By: _____

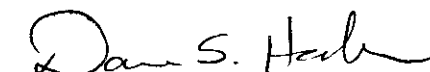
Name: _____

Title: _____

Guarantors are executing this Modification to acknowledge, agree and accept and agree with the terms hereof.

GUARANTORS:


Andrew C. Hooker, Individually


Dawn S. Hooker, Individually

IN WITNESS WHEREOF, the parties hereto have executed this Modification as of the day and year first written above.

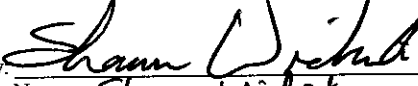
GRANTOR:

JONESTOWN RETAIL INVESTMENT, LLC, a
North Carolina limited liability company

By: _____
Name: _____
Title: _____

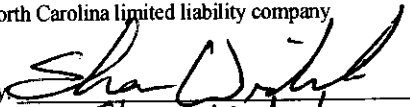
BENEFICIARY:

NEWDOMINION BANK, a North Carolina banking corporation

By: 
Name: Sham Wickert
Title: Asst. Vice President

TRUSTEE:

X HOLDINGS, LLC, a
North Carolina limited liability company

By: 
Name: Sham Wickert
Title: Asst. Vice President

Guarantors are executing this Modification to acknowledge, agree and accept and agree with the terms hereof.

GUARANTORS:

Andrew C. Hooker, Individually

Dawn S. Hooker, Individually

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YSTATE OF South Carolina
COUNTY OF Lexington

I, Mary Winn, a Notary Public of the County and State aforesaid, certify that Drew Hooker, personally appeared before me this day and acknowledged that s/he is the Manager of **JONESTOWN RETAIL INVESTMENT, LLC**, a North Carolina limited liability company, and that s/he as the MANAGER of the limited liability company being authorized to do so, executed the foregoing instrument on behalf of the limited liability company.

Witness my hand and official stamp or seal, this 23rd day of April, 2014.

My commission expires: 12-5-2018

Mary Winn Notary Public
Printed Name: Mary Winn

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public of the County and State aforesaid, certify that _____, personally appeared before me this day and acknowledged that s/he is the _____ of **NEWDOMINION BANK**, a North Carolina banking corporation, and that s/he as the _____ of the banking corporation being authorized to do so, executed the foregoing instrument on behalf of the banking corporation.

Witness my hand and official stamp or seal, this _____ day of _____, 2014.

My commission expires: _____

Notary Public
Printed Name: _____

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STATE OF _____
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I, _____, a Notary Public of the County and State aforesaid, certify that _____, personally appeared before me this day and acknowledged that s/he is the _____ of **X HOLDINGS, LLC**, a North Carolina limited liability company, and that s/he as the _____ of the limited liability company being authorized to do so, executed the foregoing instrument on behalf of the limited liability company.

Witness my hand and official stamp or seal, this _____ day of _____, 2014.

My commission expires: _____

Notary Public
Printed Name: _____

SEAL-STAMP



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STATE OF _____

COUNTY OF _____

I, _____, a Notary Public of the County and State aforesaid, certify that _____ personally appeared before me this day and acknowledged that s/he is the _____ of JONESTOWN RETAIL INVESTMENT, LLC, a North Carolina limited liability company, and that s/he as the _____ of the limited liability company being authorized to do so, executed the foregoing instrument on behalf of the limited liability company.

Witness my hand and official stamp or seal, this _____ day of _____, 2014.

My commission expires: _____

Notary Public

Printed Name: _____

STATE OF NCCOUNTY OF Union

I, Tracie Lucore, a Notary Public of the County and State aforesaid, certify that Shawn Wadick personally appeared before me this day and acknowledged that s/he is the Asst Vice President of NEWDOMINION BANK, a North Carolina banking corporation, and that s/he as the AVP of the banking corporation being authorized to do so, executed the foregoing instrument on behalf of the banking corporation.

Witness my hand and official stamp or seal, this 23rd day of April, 2014.

My commission expires: 7/26/2017

Tracie Lucore Notary Public

Printed Name: Tracie Lucore

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YSTATE OF NCCOUNTY OF Union

I, Tracie Lucore, a Notary Public of the County and State aforesaid, certify that Shawn Wadick personally appeared before me this day and acknowledged that s/he is the Trustee of X HOLDINGS, LLC, a North Carolina limited liability company, and that s/he as the Trustee of the limited liability company being authorized to do so, executed the foregoing instrument on behalf of the limited liability company.

Witness my hand and official stamp or seal, this 23rd day of April, 2014.

My commission expires: 7/26/2017

Tracie Lucore Notary Public

Printed Name: Tracie E. Lucore

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YSTATE OF South Carolina
COUNTY OF LexingtonI, Mary Winn, a Notary Public of the County and State aforesaid, certify that **ANDREW C. HOOKER** personally appeared before me this day and acknowledged the execution of the foregoing instrument.Witness my hand and official stamp or seal, this 23rd day of APRIL, 2014.My commission expires: 12-05-2018Mary Winn Notary Public
Printed Name: Mary WinnSTATE OF South Carolina
COUNTY OF LexingtonI, Mary Winn, a Notary Public of the County and State aforesaid, certify that **DAWN S. HOOKER** personally appeared before me this day and acknowledged the execution of the foregoing instrument.Witness my hand and official stamp or seal, this 23rd day of APRIL, 2014.My commission expires: 12-05-2018Mary Winn Notary Public
Printed Name: MARY WINN

The foregoing Certificate(s) of

is/are 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.

COUNTY REGISTER OF DEEDS FORBy _____ Deputy/Assistant-Register of
Deeds.

EXHIBIT A**REPLACEMENT LEGAL DESCRIPTION**

BEING all of that tract of land containing 9.19 acres, more or less, lying in South Fork Township, Forsyth County, North Carolina, and bounded by natural boundaries and/or lands owned by and/or in possession of persons (now or formerly) as follows: On the North by the Southern right-of-way (allowing 60 ft.) of Mar-Don Drive, on the East by the center of the former right-of-way (allowing 60 ft.) of LaHoma Lane (LaHoma Lane now being closed; see recorded road closing Resolution at Book 1546, Page 434), on the South by the Northern right-of-way line of U.S. 421, on the West by other lands of V.V. Beroth Oil Company (now or formerly), Burger King Corporation (now or formerly), and by the Eastern right-of-way line of Jonestown Road; and being more particularly described by courses based on grid North and distances according to a survey for Gary D. Rappaport and Centre Stage Limited Partnership prepared by W. Max Brady, Jr., R.L.S. No. L-2578, dated September 4, 1987 as follows:

COMMENCING at a right-of-way monument found, being the monument which has NC State Plane Coordinates of Y848.411.492, X 1.604.732.581, being the common North East corner of V.V. Beroth Oil Company (now or formerly) and the Lands of the Burger King Corp. (now or formerly), and running from said right-of-way monument with the Eastern right-of-way line of Jonestown Road North 32 degrees 02 minutes 23 seconds East 200.15 feet to the point and place of BEGINNING. Thence from said BEGINNING point thus established North 31 degrees 55 minutes 19 seconds East 512.33 feet to a point; thence following a curve to the left with a chord bearing and distance of North 30 degrees 20 minutes 00 seconds East 79.37 feet to a point; thence North 82 degrees 09 minutes 51 seconds East 17.36 feet to a point in the Southern right-of-way of Mar-Don Drive; thence with the Southern right-of-way line of Mar-Don Drive, South 43 degrees 11 minutes 52 seconds East 290.52 feet to a point, the intersection of said right-of-way and the center of the former right-of-way of LaHoma Lane; thence with said center of said former right-of-way, South 02 degrees 30 minutes 09 seconds West 803.45 feet to the point in the Northern right-of-way line of U.S. 421; thence with the Northern right-of-way line of U.S. 421 on a curve to the right, having a radius of 1,354.39 feet, the following four chord calls: North 88 degrees 53 minutes 19 seconds West 30.01 feet to an existing iron pipe; thence North 86 degrees 08 minutes 38 seconds West 100.03 feet to an existing iron; thence North 81 degrees 58 minutes 23 seconds West 100.02 feet to an existing iron; thence North 77 degrees 48 minutes 01 seconds West 88.36 feet to an existing right-of-way monument; thence with the Northern right-of-way line of U.S. 421 the following three calls: South 13 degrees 54 minutes 02 seconds West 28.00 feet to an existing iron; thence North 75 degrees 58 minutes 28 seconds West 139.51 feet to an existing iron; thence North 76 degrees 05 minutes 42 seconds West 157.17 feet to an iron; thence with a new line crossing V.V. Beroth Oil Company (now or formerly) North 32 degrees 20 minutes 48 seconds East 220.36 feet to an iron in the Southern line of Burger King Corporation (now or formerly); thence with said line South 57 degrees 09 minutes 15 seconds East 78.50 feet to the Southern property corner of Burger King Corporation (now or formerly); thence North 31 degrees 55 minutes 19 seconds East 52.50 feet to a point; thence North 02 degrees 30 minutes 09 seconds East 142.00 feet to a point; thence North 23 degrees 36 minutes 38 seconds West 48.20 feet to a point; thence North 58 degrees 04 minutes 41 seconds West 95.00 feet to the point and place of BEGINNING.

SAVE AND EXCEPT THE FOLLOWING TRACT:

The Kroger Pad
Surveyed Legal Description

Starting at the point of intersection of the eastern right-of-way line of Jonestown Road with the southerly right-of-way line of Mar-Don Drive; thence with the southern right-of-way line of Mar-Don Drive, South 43 degrees 11 minutes 52 seconds East 315.92 feet to a point in the center of the former LaHoma Lane; thence with the former center line of LaHoma Lane South 02 degrees 30 minutes 09 seconds West 495.00 feet to a point; thence North 87 degrees 29 minutes 51 seconds West 109.50 feet to a point on the building line and place of BEGINNING of the property to be known as "Tract 1" or alternatively "the Kroger pad"; thence from said BEGINNING point thus established, with the building line South 02 degrees 30 minutes 09 seconds West, 191.20 feet to a building corner; thence with the building line North 87 degrees 29 minutes 51 seconds West, 90.50 feet to a point on the building line; thence South 02 degrees 30 minutes 09 seconds West, 33.00 feet to a nail; thence North 87 degrees 29 minutes 51 seconds West, 117.00 feet to a nail; thence North 02 degrees 30 minutes 09 seconds East, 33.00 feet to a point on the building line; thence with the building line North 87 degrees 29 minutes 51 seconds West, 42.45 feet to a building corner; thence with the building line North 02 degrees 30 minutes 09 seconds East, 192.10 feet to a building corner; thence with the building line South 87 degrees 29 minutes 51 seconds East, 45.53 feet to a building corner; thence with the building line North 02 degrees 30 minutes 09 seconds East, 12.10 feet to a building corner; thence with the building line South 87 degrees 29 minutes 51 seconds East, 109.80 feet to a building corner; thence with the building line South 02 degrees 30 minutes 09 seconds West, 12.20 feet to a building corner; thence with the building line South 87 degrees 29 minutes 51 seconds East, 94.62 feet to a point; thence South 02 degrees 30 minutes 09 seconds West, 0.80 feet to the point and place of beginning and containing 1.22 acres more or less.

EXHIBIT B**RETAIL DEED LEGAL DESCRIPTION**

(See Attached)

Lying and being situate in Winston-Salem, Forsyth County, North Carolina, and being more particularly described as follows:

Legal 1

Commencing at a point at the northeast corner of the "KROGER PAD", said point also being S87°29'51"E, 105.00' from the former center line of Lahoma Lane and the north east corner of tract described in Deed Book 1683, Page 815; thence N 87°29'51"W, 4.50' to point on building line, the true Point of Beginning; thence with the building line N 2°30'09" E, 0.80' to interior building corner; thence with the building line N 87°29'51"W, 90.12' to a point on the building line; thence S 2°30'09" W, 0.80' to a point; thence S 87°29'51"E, 90.12' to the point and place of beginning.

Legal 2

Commencing at a point at the northeast corner of the "KROGER PAD", said point also being S87°29'51"E, 105.00' from the former center line of Lahoma Lane and the north east corner of tract described in Deed Book 1683, Page 815; thence N 87°29'51"W, 94.62' to a point; thence N 2°30'09" E, 12.00'; thence N 87°29'51"W, 4.50' to a point on the building line, the true Point of Beginning; thence with the building line N 2°30'09" E, 1.00' to a building corner; thence with the building line N 87°29'51"W, 109.80' to a building corner; thence with the building line S 2°30'09" W, 12.10' to a building corner; thence with the building line N 87°29'51"W, 45.53' to a building corner; thence with the building line S 2°30'09" W, 192.10' to a building corner; thence with the building line S 87°29'51"E, 4.45' to a point on the building line; thence N 2°30'09" E, 191.20' to a point; thence S 87°29'51"E, 45.46' to point; thence N 2°30'09" E, 12.00' to a point; thence S 87°29'51"E, 105.42' to the point and place of beginning.

Legal 1 and Legal 2 are shown on that certain survey titled "Requested Area for Quitclaim Inside of the Building Footprint -- US Income Fund IX, Ltd Property" and prepared by Allied Associates, P.A. as Job No. PA131106 and dated December 4, 2013.

EXHIBIT C**401 DEED LEGAL DESCRIPTION**

(See Attached)

Lying and being situate in Winston-Salem, Forsyth County, North Carolina, and being more particularly described as follows:

Legal 3

Beginning at a point at the northeast corner of the "KROGER PAD", said point also being S 87°29'51"E, 105.00' from the former center line of Lahoma Lane and the north east corner of tract described in Deed Book 1683, Page 815; thence S 2°30'09" W, 192.00' to a point; thence N 87°29'51"W, 95.00' to a point; thence N 2°30'09" E, 0.80' to a point on the building line; thence with the building line S 87°29'51"E, 90.50' to a building corner; thence N 2°30'09" E, 191.20' to a point on the building line; thence S 87°29'51"E 4.50' to point and place of beginning.

Legal 4

Commencing at a point at the northeast corner of the "KROGER PAD", said point also being S87°29'51"E, 105.00' from the former center line of Lahoma Lane and the north east corner of tract described in Deed Book 1683, Page 815; thence S 2°30'09" W, 192.00' to a point; thence N 87°29'51"W, 95.00' to a point; thence S 2°30'09" W, 32.20' to the true Point of Beginning; thence S 2°30'09" W, 0.80' to a point; thence N 87°29'51"W, 117.00' to a point; thence N 2°30'09" E, 0.80' to a point; thence following the building line S 87°29'51"E, 117.00' to the point and place of beginning.

Legal 5

Commencing at a point at the northeast corner of the "KROGER PAD", said point also being S87°29'51"E, 105.00' from the former center line of Lahoma Lane and the north east corner of tract described in Deed Book 1683, Page 815; thence S 2°30'09" W, 192.00' to a point; thence N 87°29'51"W, 95.00' to a point; thence S 2°30'09" W, 33.00' to the a point; thence N 87°29'51"W, 117.00' to a point; thence N 2°30'09" E, 33.00' to the true Point of Beginning; thence N 87°29'51"W, 38.00' to a point; thence N 2°30'09" E, 0.80' to point on the building line; thence with the building line S87°29'51"E, 38.00' to a point on the building line; thence S 2°30'09" W, 0.80' to the point and place of beginning.

Legal 6

Commencing at a point at the northeast corner of the "KROGER PAD", said point also being S87°29'51"E, 105.00' from the former center line of Lahoma Lane and the north east corner of tract described in Deed Book 1683, Page 815; thence N 87°29'51"W, 94.62'; thence N 2°30'09" E, 0.80' to point on the building line, the true Point of Beginning; thence with the building line N 87°29'51"W, 4.50' to a building corner; thence with the building line N 2°30'09" E, 11.20' to a point on the building line; thence S87°29'51"E, 4.50' to a point; thence S 2°30'09" W, 11.20' to the point and place of beginning.

Legal 3, Legal 4, Legal 5 and Legal 6 are shown on that certain survey titled "Requested Area for Quitclaim Inside of the Building Footprint – US Income Fund IX, Ltd Property" and prepared by Allied Associates, P.A. as Job No. PA131106 and dated December 4, 2013.