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FORSYTH CO, NC FEE \$56.00
PRESENTED & RECORDED:

07-13-2012 04:16:10 PM

C. NORMAN HOLLEMAN

REGISTER OF DEEDS

BY: PATSY RUTH DAVIS
DPTY

BK: RE 3069

PG: 2496-2504

REAL ESTATE DEED OF TRUST

(With Future Advance Clause)

This document was prepared by: Carter Bank & Trust, 1300 Kings Mountain Road, Martinsville, VA 24112

Please return after recording to: Donald M. VonCannon, PO Drawer 5129, Winston-Salem, NC 27113-5129

Name of Mortgage Broker:

1. **DATE AND PARTIES.** The date of this Deed of Trust (Security Instrument) is **July 13, 2012.**

The parties and their addresses are as follows:

GRANTOR: **H & D Hospitality Corporation, a North Carolina corporation**
5218 Germanton Road
Winston-Salem, North Carolina 27105

☐ If checked, refer to the attached Addendum incorporated herein, for additional Grantors, their signatures and acknowledgments.

TRUSTEE:

WORTH HARRIS CARTER, JR.
 1300 KINGS MOUNTAIN ROAD
 MARTINSVILLE, VA 24112

AND

DONALD M. VONCANNON
 380 KNOLLWOOD STREET, SUITE 700
 WINSTON-SALEM, NC 27103-1862

LENDER:

CARTER BANK & TRUST
4 EAST COMMONWEALTH BOULEVARD
MARTINSVILLE, VIRGINIA 24112

2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Grantor's performance under this Security Instrument, Grantor irrevocably grants, conveys and sells to Trustee, in trust for the benefit of Lender, with power of sale, the following described property:

SEE ATTACHED SCHEDULE "A"**The property is located in Forsyth County at 200 Mercantile Drive, Winston-Salem, North Carolina 27105.**

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

3. **MAXIMUM OBLIGATION LIMIT.** The maximum principal amount which may be secured hereby at any one time is **one million six hundred thousand and no/100 dollars (\$1,600,000.00).**

This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

4. **SECURED DEBT AND FUTURE ADVANCES.** This Deed of Trust secures all present and future loan disbursements of advances made by Lender under the Note, and all other sums from time to time owing to Lender by Grantor under the Loan Documents and under the secured indebtedness. The amount of the present disbursement or advance secured hereby is **one million six hundred thousand and no/100 dollars (\$1,600,000.00)**. The time period within which such future disbursements or advances are to be made is the period between the date hereof and the date thirty years from the date hereof. Disbursements or advances secured hereby shall not be required to be evidenced by a "written instrument or notation" as described in Section 45-68(2) of the North Carolina General Statutes, it being the intent of the parties that the requirements of Section 45-68(2) for a "written instrument or notation" for each advance or disbursement shall not be applicable to disbursements or advances made under the Loan Documents and under the secured indebtedness. *(You must specifically identify the debt(s) secured)*
Note of even date in the amount of \$1,600,000.00, and all extensions, renewals, modifications and substitutions.
5. **PAYMENTS.** Grantor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.
6. **WARRANTY OF TITLE.** Grantor warrants that Grantor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to irrevocably grant, convey and sell the Property to Trustee, in trust, with power of sale. Grantor also warrants that the Property is unencumbered, except for encumbrances of record.
7. **PRIOR SECURITY INTERESTS.** With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Grantor agrees:
 - A. To make all payments when due and to perform or comply with all covenants.
 - B. To promptly deliver to Lender any notices that Grantor receives from the holder.
 - C. Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.
8. **CLAIMS AGAINST TITLE.** Grantor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Grantor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Grantor's payment. Grantor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Grantor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Grantor may have against parties who supply labor or materials to maintain or improve the Property.
9. **DUE ON SALE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, a transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable.
10. **PROPERTY CONDITION, ALTERATIONS AND INSPECTION.** Grantor will keep the Property in good condition and make all repairs that are reasonably necessary. Grantor shall not commit or allow any waste, impairment, or deterioration of the Property. Grantor will keep the Property free of noxious weeds and grasses. Grantor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Grantor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Grantor will notify Lender of all demands, proceedings, claims, and actions against Grantor, and of any loss or damage to the Property. Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender shall give Grantor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property shall be entirely for Lender's benefit and Grantor will in no way rely on Lender's inspection.
11. **AUTHORITY TO PERFORM.** If Grantor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Grantor appoints Lender as attorney in fact to sign Grantor's name or pay any amount necessary for performance. Lender's right to perform for Grantor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law of this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.
12. **ASSIGNMENT OF LEASES AND RENTS.** Grantor irrevocably grants, conveys and sells to Trustee, in trust for the benefit of Lender, as additional security all the right, title and interest in and to any and all existing or future leases, subleases, and any other written or verbal agreements for the use and occupancy of any portion of the Property, including any extensions, renewals, modifications or substitutions of such agreements (all referred to as "Leases") and

rents, issues and profits (all referred to as "Rents"). Grantor will promptly provide Lender with true and correct copies of all existing and future Leases. Grantor may collect, receive, enjoy and use the Rents so long as Grantor is not in default under the terms of this Security Instrument.

Grantor agrees that this assignment is immediately effective between the parties to this Security Instrument and effective as to third parties on the recording of this Deed of Trust. Grantor agrees that Lender or Trustee may take actual possession of the Property without the necessity of commencing legal action and that actual possession is deemed to occur when Lender, or its agent, notifies Grantor of default and demands that any tenant pay all future Rents directly to Lender. On receiving notice of default, Grantor will endorse and deliver to Lender any payment of Rents in Grantor's possession and will receive any Rents in trust for Lender and will not commingle the Rents with any other funds. Any amounts collected will be applied as provided in this Security Instrument. Grantor warrants that no default exists under the Leases or any applicable landlord/tenant law. Grantor also agrees to maintain and require any tenant to comply with the terms of the Leases and applicable law.

13. LEASEHOLDS; CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS. Grantor agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If this Property includes a unit in a condominium or a planned unit development, Grantor will perform all of Grantor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.

14. DEFAULT. Grantor will be in default if any party obligated on the Secured Debt fails to make payment when due. Grantor will be in default if a breach occurs under the terms of this Security Instrument or any other document executed for the purpose of creating, securing or guarantying the Secured Debt. Unless this is a high cost home loan as defined under North Carolina law, a good faith belief by Lender that Lender at any time is insecure with respect to any person or entity obligated on the Secured Debt or that the prospect of any payment or the value of the Property is impaired shall also constitute an event or default.

15. REMEDIES ON DEFAULT. In some instances, federal and state law will required Lender to provide Grantor with notice of the right to cure or other notices and may establish time schedules for foreclosure actions. Subject to these limitations, if any, Lender may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law if Grantor is in default. If this is a high cost home loan, as defined under North Carolina law, we may accelerate the loan only under the conditions set forth at N.C. Gen. Code § 24-1.1E (b)(1).

At the options of Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. In addition, Lender shall be entitled to all the remedies provided by law, the terms of the secured Debt, this Security Instrument and any related documents, including without limitation, the power to sell the Property.

If there is a default, Trustee shall, in addition to any other permitted remedy, at the request of the Lender, advertise and sell the Property as a whole or in separate parcels at public auction to the highest bidder for cash, after having first given such notice of hearing as to commencement of foreclosure proceedings and obtained such findings or leave of court as may be then required by law, and convey absolute title free and clear of all right, title and interest of Grantor at such time and place as Trustee designates. Trustee shall give notice of sale including the time, terms and place of sale and a description of the Property to be sold as required by the applicable law in effect at the time of the proposed sale.

Upon sale of the Property and to the extent not prohibited by law, Trustee shall make and deliver a deed to the Property sold which conveys absolute title to the purchaser, and after first paying all fees, charges and costs, including the Trustee's commission, shall pay to Lender all moneys advanced for repairs, taxes, insurance, liens, assessments and prior encumbrances and interest thereon, and the principal and interest on the Secured Debt, paying the surplus, if any, to Grantor. The Trustee's commission shall be five percent of the gross proceeds of the sale for a completed foreclosure. Lender may purchase the Property. The recitals in any deed of conveyance shall be prima facie evidence of the facts set forth therein.

All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to required complete cure of any existing default. By not exercising any remedy on Grantor's default, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

16. EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS. Except when prohibited by law, Grantor agrees to pay all of Lender's expenses if Grantor breaches any covenant in this Security Instrument. Grantor will also pay on demand any amount incurred by Lender for insuring, inspecting, preserving or otherwise protecting the Property and Lender's security interest. These expenses will bear interest from the date of the payment until paid in full at the highest interest rate in effect as provided in the terms of the Secured Debt. Grantor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing of protecting Lender's rights and

remedies under this Security Instrument. This amount may include, but is not limited to, attorneys' fees, court costs, and other legal expenses. This Security Instrument shall remain in effect until released. Grantor agrees to pay for any recordation costs of such release.

- 17. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES.** As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), and all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste" or "hazardous substance" under any Environmental Law. Grantor represents, warrants and agrees that:
- A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance is or will be located, stored or released on or in the Property. This restriction does not apply to small quantities of Hazardous Substances that are generally recognized to be appropriate for the normal use and maintenance of the Property.
 - B. Except as previously disclosed and acknowledged in writing to Lender, Grantor and every tenant have been, are, and shall remain in full compliance with any applicable Environmental Law.
 - C. Grantor shall immediately notify Lender if a release or threatened release of a Hazardous Substance occurs on, under or about the Property or there is a violation of any Environmental Law concerning the Property. In such an event, Grantor shall take all necessary remedial action in accordance with any Environmental Law.
 - D. Grantor shall immediately notify Lender in writing as soon as Grantor has reason to believe there is any pending or threatened investigation, claim, or proceeding relating to the release or threatened release of any Hazardous Substance or the violation of any Environmental Law.
- 18. CONDEMNATION.** Grantor will give Lender prompt notice of any pending or threatened action, by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Grantor authorizes Lender to intervene in Grantor's name in any of the above described actions or claims. Grantor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.
- 19. INSURANCE.** Grantor shall keep Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires. What Lender requires pursuant to the preceding two sentences can change during the term for the Secured Debt. The insurance carrier providing the insurance shall be chosen by Grantor subject to Lender's approval, which shall not be unreasonably withheld. If Grantor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Security Instrument.
- All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "loss payee clause." Grantor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Grantor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Grantor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Grantor.
- Unless otherwise agreed in writing, all insurance proceeds shall be applied to the restoration or repair of the Property or to the Secured Debt, whether or not then due, at Lender's option. Any application of proceeds to principal shall not extend or postpone the due date of the scheduled payment nor change the amount of any payment. Any excess will be paid to the Grantor. If the Property is acquired by Lender, Grantor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.
- 20. ESCROW FOR TAXES AND INSURANCE.** Unless otherwise provided in a separate agreement, Grantor will not be required to pay to Lender funds for taxes and insurance in escrow.
- 21. FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS.** Grantor will provide to Lender upon request, any financial statement or information Lender may deem reasonably necessary. Grantor agrees to sign, deliver, and file any additional document or certifications that Lender may consider necessary to perfect, continue, and preserve Grantor's obligations under this Security Instrument and Lender's lien status on the Property.
- 22. JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND.** All duties under this Security Instrument are joint and individual. If Grantor signs this Security Instrument but does not sign an

evidence of debt, Grantor does so only to mortgage Grantor's interest in the Property to secure payment of the Secured Debt and Grantor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Grantor, Grantor agrees to waive any rights that may prevent Lender from bringing any action or claim against Grantor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. Grantor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Grantor's consent. Such a change will not release Grantor from the terms of this Security Instrument. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Grantor and Lender.

- 23. APPLICABLE LAW; SEVERABILITY; INTERPRETATION.** This Security Instrument is governed by the laws of the jurisdiction in which Lender is located, except to the extent otherwise required by the laws of the jurisdiction where the Property is located. This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that sections will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.
- 24. SUCCESSOR TRUSTEE.** Lender, at Lender's option, may from time to time remove Trustee and appoint a successor trustee without any other formality that the designation in writing. The successor trustee, without conveyance of the Property, shall succeed to all the title, power and duties conferred upon Trustee by this Security Instrument and applicable law.
- 25. NOTICE.** Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument, or to any other address designated in writing. Notice to one grantor will be deemed to be notice to all grantors.
- 26. OTHER TERMS.** If checked, the following are applicable to this Security Instrument:

☐ **Construction Loan.** This Security Instrument secured an obligation incurred for the construction of an improvement on the Property.

☒ **Fixture Filing.** Grantor grants to Lender a security interest in all goods that Grantor owns now or in the future and that are or will become fixtures related to the Property. This Security Instrument suffices as a financing statement and any carbon, photographic or other reproduction may be filed of record for purposes of Article 9 of the Uniform Commercial Code.

☐ **Riders.** The covenants and agreements of each of the riders checked below are incorporated into and supplement and amend the terms of this Security Instrument. [Check all applicable boxes]

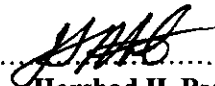
☐ Condominium Rider ☐ Planned Unit Development Rider

☐ Other

☐ **Additional Terms.**

SIGNATURES: By signing below under Seal, Grantor agrees to the terms and covenants contained in this Security Instrument and in any attachments. Grantor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1.

H & D Hospitality Corporation, a North Carolina corporation

By:.......... (Seal)
Harshad H. Patel, President


ACKNOWLEDGMENT:

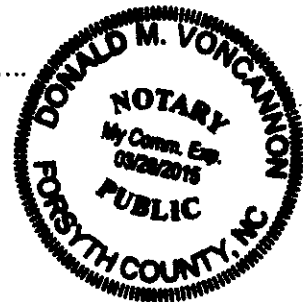
STATE OF North Carolina....., COUNTY OF Forsyth..... } ss.

I Donald M. VonCannon..... do hereby certify that Harshad H. Patel, President
of H&D Hospitality Corporation.....(individual) who is/are known to me
or proved to me on the basis of satisfactory evidence to be the person(s) described, personally appeared before me this
day and acknowledged the due and voluntary execution of the foregoing instrument for the purpose stated therein.

Witness my hand and official seal, this the 13th day of July, 2012

My commission expires: March 28, 2015

..........
(Notary Public)



The Foregoing Certificate(s) of
is are certified to be correct. This instrument and this certificate are duly registered at the date and time in the Book and
Page shown on the first page hereof.

..... REGISTER OF DEEDS FOR COUNTY

By Deputy/Assistant-Register of Deeds

Exhibit A

Beginning at an existing $\frac{3}{4}$ " iron the northeastern corner of Mercantile Drive of Madison Park II: Plat Book 30, Page 131 and having North American Datum 1983 coordinates of N=887, 172.32' and E=1,622.899.02'; thence with the controlled access R/W of the Ramp from US 52 to University Parkway, S. 85-20'10" E. 4.94' to an existing $\frac{3}{4}$ " iron, N. 72-41'10" E. 50.69' to an existing $\frac{3}{4}$ " iron, and on a curve to the left a chord of S.35-14'30" E. 376.26' (383.26' arc and 577.46' radius) to an existing $\frac{3}{4}$ " iron the northeastern corner of Lot 4 of Tax Block 3450-B as recorded in Deed Book 1873, Page 2128; thence with Lot 4, S. 37-31'50" W. 49.97' to an existing $\frac{3}{4}$ " iron; N.86-12'40" W. 215.01' to an existing $\frac{3}{4}$ " iron, and S. 63-06'20" W. 255.50' to an existing $\frac{3}{4}$ " iron on the eastern R/W of Mercantile Drive; thence with eastern R/W of Mercantile Drive, on a curve to the right a chord of N. 20-36'20" E. 166.80' (168.28' arc and 366.27' radius) to an existing $\frac{3}{4}$ " iron, N. 33-45' E. 139.38' to a $\frac{1}{2}$ " iron placed, and on a curve to the left a chord of N. 22-18'10" E. 174.67' (175.84' arc and 440.00' radius) to the place of beginning and containing 1.927 acres more or less.

The above described property lying in Winston Township, Forsyth County, North Carolina is Lots 3 and 5 of Tax Block 3450-B, recorded in Deed Book 1996, Page 3370 and is based upon an ALTA/ACSM Land Title Survey for S. Sahaj Corporation by Michael E. Gizinski and dated September 28, 2004.

EXHIBIT "B" TO DEED OF TRUST

Environmental Matters

i. The term "Environmental Laws" means all federal, state, local or foreign laws relating to pollution or protection of human health or the environment (including, without limitation, surface water, ground water, land surface or subsurface strata), including, without limitation, laws relating to emissions or discharges, releases or threatened releases of chemicals, pollutants, contaminants, or industrial, radioactive, toxic or hazardous substances or wastes into the environment, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, recycling, disposal, transport or handling of chemicals, pollutants, contaminants, or industrial, radioactive, toxic or hazardous substances or wastes, as well as all authorizations, codes, decrees, demands or demand letters, injunctions, judgments, licenses, notices or notice letters, orders, permits, plans or relations issued, entered, promulgated or approved thereunder.

ii. To the Grantor's knowledge after due investigation, the Grantor has obtained, or is in the process of obtaining, all permits, licenses and other authorizations under the Environmental Laws, and has filed all notifications that are required, with respect to the operation of the property under the Environmental Laws.

iii. To the Grantor's knowledge after due investigation, the Grantor is in compliance with, and no third person has committed any act which has resulted in non-compliance with, all terms and conditions, limitations, obligations, prohibitions, requirements, restrictions, schedules, standards and timetables contained in the Environmental Laws. The Grantor has not received written communication, whether from governmental authorities, citizens' groups, environmental consultants or otherwise, that alleges that the Grantor is not in such compliance.

iv. To the Grantor's knowledge after due investigation, there is no civil, criminal or administrative action, claim, demand, demand letter, hearing, investigation, notice, notice letter, notice of violation, proceeding or suit pending or threatened against the Grantor, the Grantor's assets, or properties relating to alleged violations of the Environmental Laws.

v. To the Grantor's knowledge after due investigation, there are no present or past Environmental Conditions in any way relating to the property. "Environmental Conditions" means the introduction into the environment of any pollution, including without limitation any contaminant, irritant or pollutant or other hazardous substance (whether or not upon the property and whether or not such pollution constituted at the time thereof a violation of any Environmental Laws as a result of any release of any kind whatsoever of any hazardous substance as defined in the Environmental Laws) as a result of which the Grantor has or may become liable to any third party or by reason of which any property of the Grantor has or may become subject to any lien.

vi. To the Grantor's knowledge after due investigation, there is not now and has not been at any time in the past, any installation, use, maintenance, repair, testing, closure or removal of any underground or above-ground storage tank or pipeline that was not in

compliance with all Environmental Laws and there has been no release from or rupture of any such tank or pipeline, including without limitation any release from or in connection with the filing or emptying of such tank.

vii. Grantor agrees to indemnify and hold Carter Bank & Trust and its successors and assigns completely harmless from any and all present or future liability pertaining to the existence, presence or release of any hazardous substances as defined in the Environmental Laws on, or adjacent to, the real property described in the Future Advance Deed of Trust or in Exhibit "A" attached thereto.

HP
initial