## BK 0126 PG 0370 Г⊼ЗҮТН СО,МС FEE:\$ 30.00 2000 09:04AM SAHSFACTION: The debt secured by this Dee Trust, as evidenced by the note or other SENTED & RECORDED: 01/06/2000 09:04AM DICKIE C. WOOD REGISTER OF DEEDS BY:WILLIA document(s) secured hereby, has been satisfied in full. This the . BROWN dance melioso CENTRAL CAROLINA BANK & TRUST COMPANY by: document to: THIS INSTRUMENT WAS PREPARED BY: 0P20x931 saclara , NC 27702-Blanco AFTER RECORDING MAIL TO: 0931 BORROWER'S NAME: V. Salem Development BRIEF DESCRIPTION FOR INDEX: Salem, Beta Sereshki Salem LLQ, Vahid RECORDING TIME, BOOK AND Lot #50 Turtle Creek, Winston-Salem, NC 27127, Forsyth County STATE OF NORTH CAROLINA COUNTY OF FOTSYTh CENTRAL CAROLINA BANK AND TRUST COMPANY **DEED OF TRUST** (MULTI-PURPOSE) day of January 5th 2000 THIS DEED OF TRUST, made and entered into this . V. Salem Development LLC ["Grantors," whether one or more in number, corporation(s), limited liability company(ies), partnership(s), limited liability partnership(s), or individual(s)), SOUTHLAND ASSOCIATES, INC., TRUSTEE ("Trustee"), and CENTRAL CAROLINA BANK AND TRUST COMPANY ("CCB"), a North Carolina banking association with its principal office in Durham, North Carolina. the terms of any and all of the documents and/or other writings executed, signed, given and/or delivered by any of the Grantors in connection with the loan or other financial accommodation(s) secured hereby, which may include, but are not limited to, all notes, security instruments, guaranty agreements, loan agreements, the Construction Loan Agreement (if applicable), commitments and any other such evidences of indebtedness of Grantors and payable to CCB (together with any modifications, extensions or renewals thereof, referred to herein as "Loan Documents"), which said Loan Documents are incorporated herein by reference to the same extent as if made a part of this Deed of Trust; and IF THIS BOX IS CHECKED, THIS DEED OF TRUST SECURES OBLIGATIONS INCURRED IN PART FOR THE CONSTRUCTION OF IMPROVEMENTS UPON LAND and these additional terms shall apply: UPON LAND and these additional terms shall apply: The Grantors or any of them or either of them have executed and delivered that certain Construction Leading States of January 2000, (together with any modifications, extensions carried thereof, referred to herein as the "Construction Loan Agreement"); and The funds advanced under the loan and/or other financial accommodation(s) are to be used that for the construction of improvements upon a portion of the real property described herein in accordance with the terms of the Construction Loan Agreement and the other Loan Documents; and WHEREAS, the Grantors or any of them or either of them may hereafter execute and deliver to CCB various notes (or negotiate and discount various otes payable to them) or any other such evidences of indebtedness whatsoever, at various times and in amounts within the Maximum Limit; and WHEREAS, this Deed of Trust secures present and future advances and is governed by the provisions of North Carolina General Statutes Article 7. Chapter 45 (N.C.G.S. §45-67 et. seq.); and WHEREAS, it is the intent of the parties hereto that this instrument shall secure present obligations and future obligations of any one or more of the ntors, and that CCB is authorized to make future advances to the account had a Deed of Trust, within the fifteen (15) year period beginning on the Grantors, and that CCB is authorized to make future advandate of this Deed of Tr out the signature of any other; and WHEREAS, it has quired to evidence or secure any advance made hereunder; and The original of this intrument with the notes or bonds secured thereby WHEREAS, the o e obligations evidenced by the Loan Documents or any other such porated herein by reference to the same extent as if made a part or evidences of indebtedr.

this Deed of Trust); ar. by CCB for the purpose

WHEREAS, it has said Grantors to CCB w the Loan Documents, s of interest and amount shall at no time exceed secured hereby be overshall be greater than th shall be secured by this

THE OBLIGATION Deed of Trust is execute

having this day been exhibited to the undersigned marked paid and satisfied as required by law, the same is hereby cancelled of record by virtue of authority contained in Section 45-37 of the General Statute AFNC.

**DEC 17** , 2001 this

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tions, taxes, assessments, insurance premiums, monies advanced d of Trust (hereinafter collectively referred to as "Obligations"); and

r security which may be held by CCB, all of the Obligations of any of ndorser, within the time limits set forth in this Deed of Trust and in provided that the total of the Obligations hereby secured, exclusive ut not limited to taxes, assessments, prior liens and encumbrances, and provided further that should any one item of the Obligations ions due and payable. If the total of the Obligations of the Grantors amount of the Obligations up to and including said Maximum Limit

future Obligations of the maker(s) to the payee(s) thereof, and this

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The total amo-The maximum principal amount, including present and future obligations, which shall be secured hereby at any one time is the **MAXIMUM LIMIT** (set forth hereinabove).

The period within which such future obligations may be incurred shall not be more than fifteen (15) years from the date of this Deed of Trust.

The balance of the Obligations secured by this Deed of Trust shall always be due and payable in full according to the terms thereof.

NOW, THEREFORE, IN CONSIDERATION OF the premises and of the sum of One Dollar and other good and valuable consideration to the Grantors in hand paid by the said Trustee, the receipt of which is hereby fully acknowledged, and in order to carry out the intention expressed in the premises, the said

Form 4836-7 (Rev. 5/1998)