

96

PRESENTED FOR  
REGISTRATION  
AND RECORDED

BK1718 P2002

Benjamin H. Harding, Jr.

Mail to Shore, Hudspeth and HardingPrepared by Shore, Hudspeth and Harding

P.O. Box 936

91 JUN 24 P3:14

P.O. Box 936

Yadkinville, NC 27055

Yadkinville, NC 27055

L. E. SPEAS  
REGISTER OF DEEDS  
FORSYTH CO. N.C.

## DEED OF TRUST

THIS DEED OF TRUST made June 24, 1991, by and among  
**J & F Partners, a North Carolina General Partnership** (hereinafter "Grantor")  
 and **George L. Anderson, Jr.** (hereinafter "Trustee") and the owner and holder of a promissory note, First Union National Bank of North Carolina  
 (hereinafter "Beneficiary");

WITNESSETH THAT, WHEREAS, Grantor is indebted or is to become indebted in the amount not to exceed  
**Seven hundred eighty thousand and no/100 dollars\*\***  
 (\$780,000.00) for money loaned as evidenced by a promissory note ("Note" shall be construed to include a guaranty given regarding said money  
 loaned) dated **June 24, 1991** and any renewals, modifications, extensions or amendments to said Note, said Note requiring all principal and  
 accrued interest to be paid in full on **June 25, 1996**, or Grantor is executing this Deed of Trust provided in paragraph 24, Third  
 Party Grantors, applicable.

☒ AND WHEREAS, This Deed of Trust is given wholly or partly to secure future obligations which may be incurred hereunder. The amount of present  
 obligations secured hereunder is

**Five hundred eighty-nine thousand, six hundred ten and 53/100 dollars-----**  
 (If none, so state)

(\$ **589,610.53** )

Subject to the provisions hereof, the maximum principal amount (including present and future advances) which may be secured hereunder at any one time shall  
 not exceed the face amount of the Note provided such future obligations are incurred not later than fifteen (15) years from the date of the instrument. Provided, all  
 conditions of the Note and Loan Agreement and Commitment Letter, if any, Deed of Trust and other loan documents have been met and there is no default in the  
 Note, Loan Agreement and Commitment Letter, if any, or this Deed of Trust or other loan documents.

☐ If checked, this Deed of Trust secures a Line of Credit under which periodic advances and repayments will be made from time to time. Re-advances will be secured  
 to the same extent as original obligations hereunder.

AND WHEREAS, to induce the making of said loan, Grantor has agreed to secure said Note and the undertaking prescribed in the Note, Loan Agreement and  
 Commitment Letter, if any, and this Deed of Trust by the conveyance of the property hereinafter described;

NOW, THEREFORE, Grantor hereby grants and conveys to Trustee, their heirs, successors, and assigns the following described property located in  
**Forsyth** County, North Carolina:

See description A-04548 attached hereto.

## COLLATERAL IS OR INCLUDES FIXTURES

Together with all easements, rights, royalties, mineral, oil, gas rights and profits, water, water rights and water stock, privileges, tenements, hereditaments and  
 appurtenances thereunto belonging, and all buildings, fixtures, and improvements now or hereafter located thereon, all building materials and supplies at any time  
 delivered to or placed thereon, and any and all equipment and property of Grantor of every kind now or hereafter located thereon, hereinafter referred to as  
 "Property" that Grantor further conveys as security for the trust herein and all right, title and interest of Grantor in and to land lying in public streets or roads  
 abutting the above described property.

TO HAVE AND TO HOLD, the Property, with all rights, privileges and appurtenances thereunto, belonging to Trustee, upon the Trusts and for the uses and  
 purposes hereinafter set out. Grantor covenants with Trustee that Grantor is seized of, and has the right to convey, the Property, in fee simple; that the Property is  
 free and clear of all encumbrances except to the extent of the lawful priority of the following:

None

and defend title to the Property and the priority of the lien of this Deed of Trust against the claims of all persons whomsoever.

GRANTOR COVENANTS with Trustee and Beneficiary (and their respective heirs, successors, substitutes and assigns) as follows:

1. **Note Payments.** Grantor shall make timely payments of principal and interest on the above-mentioned Note in the amounts, in the manner, and at the place set  
 forth therein. This Deed of Trust secures payment of said Note according to its terms, which are incorporated herein by reference.

2. **Taxes and Charges.** Grantor shall pay all taxes, charges and assessments which may become a lien upon the Property hereby conveyed before any penalty or  
 interest accrues thereon and shall promptly deliver to Beneficiary official receipts evidencing payment thereof. In the event of the passage after the date of this  
 Deed of Trust of any law changing in any way the laws now in force for state or local taxation of mortgages, deeds of trust or debts secured thereby, or the manner of  
 the collection of any such taxes, so as to affect this Deed of Trust, the whole principal sum (together with interest) secured by this Deed of Trust shall at the option  
 of Beneficiary without notice become immediately due and payable. Grantor shall pay all recording fees, filing fees and documentary stamp taxes associated with  
 the recording of this Deed of Trust and any modifications, extensions or amendments thereto.

3. **Insurance.** Grantor shall continually maintain insurance against loss by fire, hazards included in the term "extended coverage" and such other hazards including  
 flood as Beneficiary may require in such a manner and in such companies as Beneficiary may from time to time require on the improvements now or hereafter  
 located on the Property and shall promptly pay all premiums, therefore, when due. All insurance policies and renewals thereof shall be held by Beneficiary and  
 have attached thereto a Mortgagee Loss Payable Clause in favor of and in a form acceptable to Beneficiary, and provide that no such policy can be cancelled at least  
 ten days prior written notice to Beneficiary. In the event of loss Grantor shall give immediately notice by mail to Beneficiary, who may, but shall not be obligated to,  
 make proof of loss. Beneficiary, at its option, is hereby authorized to settle or compromise any claims, awards, damages, rights of action, proceeds, and any other  
 payment or relief under any insurance policy. Each insurance company is hereby directed to make payment for such loss directly to Beneficiary (instead of to  
 Grantor and Beneficiary jointly), and the insurance proceeds or any part thereof may be applied by Beneficiary at its option, after deducting therefrom all expenses  
 including attorney's fee, to the debt hereby secured or for the repair or restoration of the Property. If the insurance proceeds are applied to the debt, it may be  
 applied upon the portion last falling due or in such other manner as Beneficiary may desire. In the event of foreclosure of this Deed of Trust or other transfer of  
 title to the Property in extinguishment of the indebtedness secured hereby, all right, title and interest of Beneficiary in any insurance policies then in force shall  
 pass to the grantee.

**4. Environmental Condition of Property; Indemnification.** Grantor warrants and represents to Beneficiary after appropriate inquiry and investigation that: (a) while Beneficiary has any interest in or lien on the Property, the Property described herein is and at all times hereafter, will continue to be in full compliance with all federal, state and local environmental laws and regulations, including but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Public Law No. 96-510, 94 Stat. 2767, 42 USC 9601 *et seq.* and the Superfund Amendments and Reauthorization Act of 1986 (SARA), Public Law No. 99-499, 100 Stat. 1613, and (b)(i) as of the date hereof there are no hazardous materials, substances, wastes or other environmentally regulated substances (including without limitation, any materials containing asbestos) located on, in or under the Property or used in connection therewith, or (ii) Grantor has fully disclosed to Beneficiary in writing the existence, extent and nature of any such hazardous materials, substances, wastes or other environmentally regulated substances, which Grantor is legally authorized and empowered to maintain on, in or under the Property or use in connection therewith, and Grantor has obtained and will maintain all licenses, permits and approvals required with respect thereto, and is in full compliance with all of the terms, conditions and requirements of such licenses, permits and approvals. Grantor further warrants and represents that it will promptly notify Beneficiary of any change in the nature or extent of any hazardous materials, substances or wastes maintained on, in or under the Property or used in connection therewith, and will transmit to Beneficiary copies of any citations, orders, notices or other material governmental or other communication received with respect to any other hazardous materials, substances, wastes or other environmentally regulated substances affecting the Property.

Grantor shall indemnify and hold Beneficiary harmless from and against any and all damages, penalties, fines, claims, liens, suits, liabilities, costs (including clean-up costs), judgments and expenses (including attorneys' fees and expenses) of every kind and nature suffered by or asserted against Beneficiary as a direct or indirect result of any warranty or representation made by Grantor in the preceding paragraph being false or untrue in any material respect or any requirement under any law, regulation or ordinance, local, state or federal, which requires the elimination or removal of any hazardous materials, substances, wastes or other environmentally regulated substances.

Grantor's obligations hereunder to Beneficiary shall not be limited to any extent by the term of the Note secured hereby, and, as to any act or occurrence prior to payment in full and satisfaction of said Note which gives rise to liability hereunder, shall continue, survive and remain in full force and effect notwithstanding payment in full and satisfaction of said Note and this Security Instrument or foreclosure under this Security Instrument, or delivery of a deed in lieu of foreclosure.

**5. Escrow Deposits.** Upon demand of Beneficiary, Grantor shall add to each monthly or other periodic payment required under the Note secured hereby the amount estimated by Beneficiary to be sufficient to enable Beneficiary to pay, as they come due, all taxes, charges, assessments, and insurance premiums which Grantor is required to pay hereunder. Any deficiency occasioned by an insufficiency of such additional payments shall be forthwith deposited by Grantor with Beneficiary upon demand.

**6. Care of Property.** Grantor will keep the Property in good order and repair and will not commit or permit any waste, deterioration, impairment or any other thing whereby the value of the Property might be impaired. Grantor will not remove or demolish any building or materially alter any part or all of the Property without the written consent of Beneficiary. Grantor shall not cut timber on the Property nor sell the timber rights to standing timber without the prior written consent of Beneficiary.

**7. Compliance with Laws.** Grantor shall promptly comply with any applicable legal requirements of the State of North Carolina or other governmental entity, agency or instrumentality relating to the use or condition of the Property.

**8. Condemnation Award.** Any award for the taking of, or damages to, all or any part of the Property or any interest therein upon the lawful exercise of power of eminent domain shall be payable to Beneficiary who, after deducting its expenses, including attorney's fees, may apply the sums so received to the portion of the Note hereby secured last falling due or in such other manner as Beneficiary may desire. Grantor agrees to execute such further assignments of any compensations, awards, damages, claims, rights of action and proceeds as Beneficiary may require.

**9. Payments by Beneficiary.** If Grantor shall be in default in the timely payment or performance of any obligation under this Deed of Trust or the Note hereby secured, Beneficiary, at its option and without any obligation on its part to determine the validity or necessity thereof, may pay the sums for which Grantor is obligated. Further, Beneficiary, at its option, may advance, pay, or expend such sums as may be proper and necessary for the protection of the Property and the maintenance of this trust including but not limited to sums to satisfy taxes or other levies, and assessments, liens, and/or encumbrances to maintain insurance (including title insurance), to make repairs and to provide security guards to intervene in any condemnation proceedings or foreclosures or other proceedings or disputes affecting the Property. Any amounts so advanced, paid or expended shall be deemed principal advances secured by this Deed of Trust (even though when added to other advances the sum thereof may exceed the face amount of the Note), shall bear interest from the time advanced, paid or expended at the rate prescribed in the Note hereby and be secured by this Deed of Trust and its payment enforced as if it were part of the original debt. Any sum expended, paid or advanced under this paragraph shall be at Beneficiary's sole option and not constitute a waiver of any default or right arising from the breach by Grantor of any covenant or agreement contained herein or in the Note.

**10. Rents and Profits.** Grantor hereby assigns to Beneficiary all leases, income, rents, issues and profits, including tenant security deposits (whether held by Grantor or others or in a trust account), from the Property as additional security for the payment of the indebtedness hereby secured and full performance of the undertakings of the Grantor hereunder. Beneficiary is given a prior and continuing lien thereon, and Grantor hereby appoints Beneficiary as its attorney to collect such rents and profits with or without suit and apply the same (less expenses of collection) to said indebtedness and the performance of said undertakings in such manner as Beneficiary may desire. However, until default hereunder or under the Note secured hereby, Grantor may continue to collect and enjoy such rents and profits without accountability to Beneficiary. This assignment shall be irrevocable and shall be in addition to other remedies herein provided for in event of default and may be put into effect by Beneficiary independently of or concurrently with any of said remedies.

**11. Grantor's Continuing Obligation.** The Grantor shall remain liable for full payment of the principal and interest on the Note (or any advancement or obligation) secured hereby, notwithstanding any of the following: (a) the sale of all or a part of the Property, (b) the assumption by another party of the Grantor's obligations hereunder, (c) the forbearance or extension of time for payment or performance of any obligation hereunder, whether granted to Grantor or a subsequent owner of the property, and (d) the release of all or any part of the Property securing said obligations or the release of any party who assumes payment of the same. None of the foregoing shall in any way affect the full force and effect of the lien of this Deed of Trust or impair Beneficiary's right to a deficiency judgment (in the event of foreclosure) against Grantor or any party assuming the obligations hereunder.

**12. Substitute Trustees.** Beneficiary shall have the unqualified right to remove the Trustee and to appoint one or more substitute or successor Trustees by instrument filed for registration in the Office of the Register of Deeds where this Deed of Trust is recorded. Any such removal or appointment may be made any time without notice without specifying any reason therefor and without any court approval. Any such appointee shall become vested with title to the Property and with all rights, powers and duties conferred upon the Trustee herein in the same manner and to the same effect as though he were named herein as the original Trustee. The necessity of the Trustee herein named, or any successor in trust, making oath or giving bond is expressly waived.

**13. Attorneys' Fees.** In the event that Grantor shall default in its obligations hereunder and in the opinion of Trustee it becomes necessary or proper to employ an attorney to enforce compliance by Grantor with any of the provisions herein contained, or in the event the Trustee voluntarily or otherwise shall become a party to any suit or legal proceeding (including a proceeding conducted under the Bankruptcy Code) to protect the Property herein conveyed, to protect the lien of this Deed of Trust, Grantor agrees to pay a reasonable attorneys' fees and all of the costs that may reasonably be incurred and such fees and costs shall be secured by this Deed of Trust and its payment enforced as if it were a part of the Note. Grantor shall be liable for such reasonable attorney's fees and costs of Trustee whether or not any suit or proceeding is commenced.

**14. Anti-Marshalling Provision.** The right is hereby given by Grantor to Trustee and Beneficiary to make a partial release or releases of security hereunder, provided Grantor is not in default under the Note or other loan documents, (whether or not such releases are required by agreement among the parties) agreeable to Trustee and Beneficiary without notice to, or the consent, approval or agreement of other parties and interest, including junior lienors and purchasers subject to this lien, which partial release or releases shall not impair in any manner the validity of or priority of this Deed of Trust on the Property remaining hereunder, nor release Grantor from personal liability for the indebtedness hereby secured. Notwithstanding the existence of any other security interests in the Property held by Beneficiary or by any other party, Beneficiary shall have the right to determine the order in which any or all of the Property shall be subjected to the remedies provided herein. Beneficiary shall have the right to determine the order in which any or all portions of the indebtedness secured hereby are satisfied from the proceeds realized upon the exercise of the remedies provided herein. Grantor, any party who consents to this or who has actual or constructive notice hereof, hereby waives any and all right to require the marshalling of assets in connection with the exercise of any of the remedies permitted by applicable law or provided herein.

**15. Notice to Grantor.** All notices required to be given to Grantor shall be mailed or delivered to Grantor at the address stated herein or such other address as given in writing to Beneficiary.

**16. Notice to Beneficiary.** All notices required to be given to Beneficiary by Grantor or an intervening lienor or encumbrancer shall be mailed or delivered to First Union National Bank of North Carolina, at the address stated herein or at such other address given to Grantor in writing.

BK1718 P2004

17. **Secondary Financing Prohibited.** Grantor may not pledge or encumber the Property herein conveyed without first obtaining Beneficiary's prior written consent.

18. **Transfer of Premises.** If all or any part of the Property or any interest therein is sold, leased or otherwise transferred by deed, land sales contract or any other means including the execution or enforcement of any lien, security interest or other right whether subordinate, superior or equal to this Deed of Trust, without Beneficiary's prior written consent, Beneficiary may, at Beneficiary's option, declare all sums secured by this Deed of Trust to be immediately due and payable.

19. **Uniform Commercial Code Security Agreement.** This Deed of Trust constitutes a security agreement with respect to property referred to herein which may be subject to a security interest pursuant to the Uniform Commercial Code, and Grantor hereby grants Beneficiary a security interest in said property (and the proceeds thereof) included in the Property which might be deemed "personal property". If there is any conflict between this security agreement and another security agreement to Beneficiary, this security agreement will control as to fixtures and the other security agreement(s) will control as to non-fixtures. Grantor agrees that this Deed of Trust is a financing statement filed as a fixture filing for the goods described herein which are or are to become fixtures. At Beneficiary's request, Grantor agrees to execute such other financing statements, extensions or amendments or other security agreements as Beneficiary may require to perfect a security interest with respect to other Property. In the event of default, Beneficiary shall have, in addition to its other remedies, all rights and remedies provided for in the Uniform Commercial Code as enacted in North Carolina.

20. **Appointment of Receiver.** Beneficiary may immediately, after any default, under the terms and conditions of the Deed of Trust, apply for the appointment of a Receiver of the rents, income and profits from said premises, without notice, and Beneficiary shall be entitled to the appointment of such Receiver as a matter of right, without consideration to the value of the mortgage premises as security for the amounts due or the solvency of any person or persons liable for the payment of such amounts.

21. **Use of Property.** Unless required by applicable law or unless Beneficiary has otherwise agreed in writing, Grantor shall not allow changes in the designated use of the Property as disclosed to Beneficiary at the time of the loan. Grantor shall not initiate or acquiesce in a change in the zoning classification of the Property without Beneficiary's prior written consent.

22. **Books and Records.** Grantor shall keep and maintain at all times at Grantor's address as set forth herein, or such other place as Beneficiary may approve in writing, complete and accurate books of accounts and records adequate to reflect correctly Grantor's financial condition and copies of all the written contracts, leases, rent schedules and other instruments which may affect the Property. Such books, records, contracts, leases and other instruments shall be subject to examination and inspection at any reasonable time by Beneficiary. Upon Beneficiary's request, Grantor shall furnish to Beneficiary within 120 days after the end of each fiscal year of Grantor, a balance sheet, a statement of income and expenses, and a statement of changes in financial position, each in reasonable detail and certified by Grantor and, if Beneficiary shall require, by an independent certified public accountant. If Grantor is an individual, Grantor shall furnish such financial information as Beneficiary may request in a form satisfactory to Beneficiary.

23. **Inspection.** Beneficiary may make or cause to be made reasonable entries upon and inspection of the Property and Grantor agrees to pay all costs incurred by Beneficiary in said inspection.

24. **Third Party Grantors.** Any Grantor who executes this Deed of Trust, but does not execute a promissory note, guaranty, or other financial instrument in regards hereto: (a) is executing this Deed of Trust only to mortgage, grant, and convey that Grantor's interest in the property under the terms of this Deed of Trust; (b) is not personally obligated to pay the sums secured by this Deed of Trust; and (c) agrees that Beneficiary and any other Grantor may agree to extend, amend, modify, forbear or make any accommodations with regard to the terms of this Deed of Trust or the Note without that Grantor's consent.


25. **Definitions.** The term "Grantor", as used herein, shall include all parties hereinabove named as Grantor, his heirs, legal representatives, successors and assigns, and subsequent owners of the Property hereby conveyed; the term "Beneficiary", as used herein, shall include any lawful owner or holder of the indebtedness secured hereby; the term "Trustee" shall include any subsequent or successor trustee or trustees hereunder; and the singular as used herein shall include the plural; and the use of one gender shall include all genders.

26. **Remedies.** All remedies provided in this Deed of Trust to Beneficiary are cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively and any costs, expenses or monetary rights (including rights of the Beneficiary to attorneys' fees) associated with the exercise of such remedy or remedies shall be secured by this Deed of Trust in addition to all other obligations herein provided for.

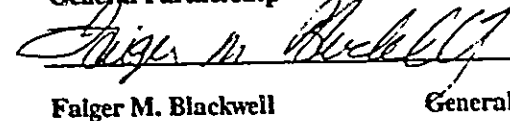
**BUT THIS CONVEYANCE IS MADE UPON THIS SPECIAL TRUST:** If the total amount of the debt, interest, advances and other sums secured hereby are paid in full in accordance with the terms of the above mentioned Note and this Deed of Trust, this conveyance shall be null and void and may be cancelled of record at the request and cost of the Grantor and title shall revert as provided by law. If, however, there shall be a default in any of the terms and conditions of this Deed of Trust, the Note, any loan agreement, guaranty, any other instrument securing the Note or any advance secured hereby, all sums owing to Beneficiary thereunder regardless of maturity and without notice shall immediately become due and payable at the option of Beneficiary; and, on application of Beneficiary, Trustee shall foreclose this Deed of Trust by Judicial Proceedings or at Beneficiary's election Trustee shall sell (and is hereby empowered to sell) the Property at public sale to the last and highest bidder for cash (free of any equity of redemption, homestead, dower, curtesy or other exemption, all of which are expressly waived by Grantor) after compliance with applicable North Carolina laws relating to foreclosure sales under power of sale and shall execute a conveyance to the successful purchaser at said sale. Pursuant to the provisions of North Carolina General Statute 45-21.8, the Trustee or Trustees are hereby empowered to sell any parcel of the Property, whether or not, in the judgment of the Trustee or Trustees, the proceeds of the parcel sold will be sufficient to satisfy the Note secured hereby, and this provision shall govern the sale or sales of the parcels of Property. The proceeds of any such sale shall be applied in the manner and in the order prescribed by applicable North Carolina laws it being agreed that the expenses of any such sale shall include a reasonable fee to the Trustee for making such sale and for all services performed by him hereunder. Beneficiary may bid and become the purchaser at any sale under this Deed of Trust. At any such sale Trustee may at its election require the successful bidder immediately to deposit with Trustee cash or certified check in an amount equal to all or any part of the successful bid, and notice of any such requirement need not be included in the advertisement of the notice of such sale.

IN WITNESS WHEREOF, Grantor (if an individual or partnership) has hereunto set his hand and seal, or (if a corporation) has caused this Deed of Trust to be executed in its corporate name by its duly authorized officers and its seal to be hereunto affixed, the day and year first above written.

PARTNERSHIP:

 (SEAL)  
Jerry R. Chapman General Partner

J & F Partners, a North Carolina  
General Partnership

 (SEAL)  
Falger M. Blackwell General Partner

CORPORATE NAME OF PARTNER:

Attest: \_\_\_\_\_ Secretary

(CORPORATE SEAL)

By: \_\_\_\_\_ President

BK1718 P2005

INDIVIDUAL GRANTOR(S):

\_\_\_\_\_  
(SEAL)  
\_\_\_\_\_  
(SEAL)  
\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
(SEAL)  
\_\_\_\_\_  
(SEAL)  
\_\_\_\_\_  
(SEAL)

CORPORATE GRANTOR:

Attest:

\_\_\_\_\_  
Name of Corporation

By: \_\_\_\_\_  
\_\_\_\_\_  
Secretary President

[CORPORATE SEAL]

Address of Grantor:  
5100 Lansing Drive  
Winston Salem, NC 27105

Address of Beneficiary:  
2525  
601 North State Street  
Yadkinville, NC 27055

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF NORTH CAROLINA, \_\_\_\_\_ COUNTY ss:

I, \_\_\_\_\_, a Notary Public, do hereby certify that \_\_\_\_\_ and \_\_\_\_\_ personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, A.D. \_\_\_\_\_.

My Commission Expires:

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
Notary Public

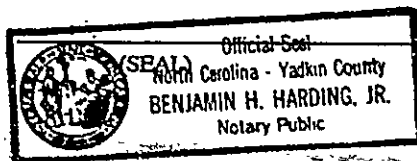
PARTNERSHIP ACKNOWLEDGEMENT

STATE OF NORTH CAROLINA, YADKIN COUNTY ss:

On this 24th day of June, A.D. 1991, personally came before me, Benjamin H. Harding, JR., a Notary Public of the County of Yadkin, State of North Carolina, Faiger M. Blackwell & Jerry R. Chapman, who, being by me duly sworn, they are ~~they are~~ general partners of J & F Partners, a N. C. partnership, and that the foregoing instrument was duly executed by ~~them~~ for and on behalf of said partnership. And said Faiger M. Blackwell & Jerry R. Chapman, acknowledged said instrument to be the act and deed of said partnership.

WITNESS, my hand and official seal.

My Commission Expires: September 28, 1993



*Benjamin H. Harding, Jr.*  
\_\_\_\_\_  
Notary Public

CORPORATE ACKNOWLEDGEMENT

STATE OF NORTH CAROLINA-Forsyth County

The foregoing (or annexed) certificate \_\_\_\_\_ of Benjamin H. Harding Jr. NP  
(here the name and official title of the officer signing the certificate passed upon)  
Yadkin Co. NC

is (are) certified to be correct. This the 24 day of June, 1991.

L. E. Speas, Register of Deeds

By Jeri Stagger Deputy Assistant

Probate and Filing Fee \$ \_\_\_\_\_ paid.

BK1718 P2006

(A-04548) Tax Block 6210, Lot 001, 5100 Lansing Drive, Winston-Salem, North Carolina, Middlefork Township, Forsyth County, North Carolina;

BEING all that tract containing 8.082 acres, more or less, shown on that plat of survey entitled "Forsyth Villa", which plat is duly recorded in plat book 33, page 147, Forsyth County Registry, to which plat reference is hereby made for a more complete and accurate description.

SUBJECT, however, to the following:

1. Sanitary sewer and greenway easements to the City of Winston-Salem as recorded in book 1670, page 1662, and as shown on plat recorded in plat book 33, page 147.
2. The dedication of a public right-of-way to the City of Winston-Salem as recorded in book 1670, page 1662, and as shown on plat recorded in plat book 33, page 147.
3. Water line easement to the City of Winston-Salem as recorded in book 1699, page 276.
4. All easements, restrictions and conditions of record.

For reference purposes for source of title see: that deed in book 1670, page 1666.