



RK1743 P0594

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Drawn By: Celeste Beron, Attorney-at-Law

Mail To: Celeste Beron	P.O. Box 3099	Winston-Salem, N.C. 27150
Name	Street or Box	City, State, Zip

STATE OF NORTH CAROLINA)	MODIFICATION AND EXTENSION
)	AGREEMENT
COUNTY OF FORSYTH)	

THIS AGREEMENT made and entered into as of the 20th day of February, 1992, by and among WACHOVIA BANK OF NORTH CAROLINA, N.A., successor to WACHOVIA BANK AND TRUST COMPANY, N.A., a national banking association organized under the laws of the United States of America (the "Bank"); BSH Properties, a North Carolina General Partnership (the "Grantor"); Spencer D. Hamrick, Jr., Trustee of Guilford County, North Carolina (the "Trustee"), and Carl N. Boon, Helen H. Boon, H. Curt Hege, Sr., Patricia S. Hege, J.D. Shields, and Chattie L. Shields (the "Guarantors");

W I T N E S S E T H:

WHEREAS, the Grantor has made and issued a promissory note dated October 30, 1990 (the "Note"), made a part hereof by this reference as fully as if set out herein verbatim, evidencing an indebtedness of ONE MILLION FIVE HUNDRED TWENTY-FIVE THOUSAND AND 00/100 DOLLARS (\$1,525,000.00), and to secure the said Note, the Grantors executed and delivered their Deed of Trust, Assignment of Rents and Security Agreement dated of even date with said Note, (the "Deed of Trust") made a part hereof by this reference as fully as if set out herein verbatim, and recorded in Book 1703, Page 3525, Forsyth County Registry.

WHEREAS, the Bank, as holder and owner of the Note and the Deed of Trust, the Guarantors and the Grantor now desire to modify and amend the provisions of the Note and the Deed of Trust in the manner hereinafter set forth, it being specifically understood that except as herein modified and amended, the terms and provisions of the Note and the Deed of Trust shall remain unchanged and continue in full force and effect as therein written;

NOW, THEREFORE, the Bank, the Guarantors and the Grantor, in consideration of the premises and for the purposes aforesaid, and in further consideration of the sum of ONE DOLLAR (\$1.00) to each in hand paid by the other, receipt of which is hereby acknowledged by each, do hereby agree as follows:

1. The second and third paragraphs of the Note shall be amended to read as follows:

"Interest only shall be due and payable quarterly in arrears on January 31, April 30, July 31, and October 31 of each year until Note Maturity. In addition, on or before May 1, 1992, the outstanding principal balance must be reduced by a minimum of FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00). Failure to reduce the principal balance shall constitute a default under this Note.

All outstanding principal and accrued interest shall be due and payable in full as a balloon payment on October 31, 1992, unless accelerated earlier (the "Note Maturity")."

2. It is mutually agreed by and between the parties hereto that this Agreement shall become a part of the Note and the Deed of Trust, by reference and that nothing herein contained shall impair the security now held for said indebtedness, nor shall waive, annul, vary or affect any provision, condition, covenant or agreement contained in the Note and the Deed of Trust except as herein amended, nor affect or impair any rights, powers or remedies under the Note and the Deed of Trust as hereby amended. Furthermore, the Bank does hereby reserve all rights and remedies it may have as against all parties who may be or may hereafter become secondarily liable for the repayment of the indebtedness evidenced by the Note, as hereby amended.

3. The Grantor promises and agrees to pay the indebtedness evidenced by the Note, as hereby amended, in accordance with the terms thereof and agrees to perform all of the requirements, conditions and obligations under the terms of the Note and the Deed of Trust as hereby modified and amended, 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 Deed of Trust, which Deed of Trust shall retain its priority as originally filed for record. Grantor expressly agrees that the Note is in full force and effect and that Grantor has no right to setoff, counterclaim or defense to the payment thereof.

4. Any reference contained in the Note or the Deed of Trust as amended herein, to the Note or the Deed of Trust shall hereinafter be deemed to be a reference to such document as amended herein.

5. The Trustee and Guarantors join in the execution of this Agreement as evidence of their knowledge of the provisions hereof and their consent to the modifications herein made.

6. This Agreement shall be binding upon and inure to the benefit of any assignee or successor in interest of the parties hereto.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto and delivered as of the day and year first above written.

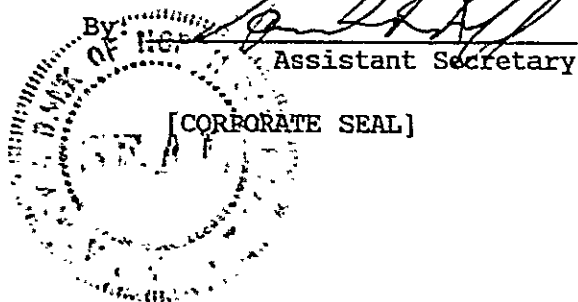
BANK:

WACHOVIA BANK OF NORTH CAROLINA, N.A.,
successor to WACHOVIA BANK AND TRUST
COMPANY, N.A.

By: Betty J. [Signature]

Its: Vice President

Attest:



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TRUSTEE:

By: Spencer D. Hamrick, Jr. (SEAL) ✓
Spencer D. Hamrick, Jr.

GRANTOR:

BSH Properties, a North Carolina General Partnership (SEAL)

By: J. D. Shields Corporation, General Partner

By: J. D. Shields
J. D. Shields, President

By: Carl N. Boon (SEAL) ✓
Carl N. Boon, General Partner

By: I-40 Realty, LTD., General Partner

By: H. Curt Hege, Sr.
H. Curt Hege, Sr., President

Attest:

Margaret B. Pope
Secretary

[CORPORATE SEAL]

GUARANTORS:

By: Carl N. Boon (SEAL) ✓
Carl N. Boon

By: Helen H. Boon (SEAL) ✓
Helen H. Boon

By: H. Curt Hege, Sr. (SEAL) ✓
H. Curt Hege, Sr.

By: Patricia S. Hege (SEAL) ✓
Patricia S. Hege

By: J. D. Shields (SEAL) ✓
J. D. Shields

By: Chattie L. Shields (SEAL) ✓
Chattie L. Shields

STATE OF NORTH CAROLINA)

COUNTY OF Guilford)

I, Sarah J. Brady, Notary Public of said county and state, certify that Daniel R. Ruff personally came before me this day and acknowledged that he is the Assist. Secretary of Wachovia Bank of North Carolina, N.A., successor to Wachovia Bank and Trust Company, N.A., a corporation, and that, by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Vice President, sealed with its corporate seal, and attested by himself as its Assist. Secretary.

WITNESS my hand and notarial seal, this 4th day of March, 1992.

My Commission Expires:

8-11-93Sarah J. Brady

Notary Public

STATE OF NORTH CAROLINA)COUNTY OF FORSYTH)

I, LINDA S. CRATER, a Notary Public, do hereby certify that Carl N. Boon and Helen H. Boon personally appeared before me this day and acknowledged the due execution of the foregoing instrument as Guarantors.

Witness my hand and notarial seal, this 14th day of April, 1992.

My Commission Expires:

MARCH 11, 1996

OFFICIAL SEAL
LINDA S. CRATER
Notary Public - North Carolina
COUNTY OF FORSYTH

My Commission Expires March 11, 1996

L. Crater

Notary Public

STATE OF NORTH CAROLINA)COUNTY OF FORSYTH)

I, LINDA S. CRATER, a Notary Public, do hereby certify that H. Curt Hege, Sr. and Patricia S. Hege personally appeared before me this day and acknowledged the due execution of the foregoing instrument as Guarantors.

Witness my hand and notarial seal, this 14th day of April, 1992.

My Commission Expires:

MARCH 11, 1996

OFFICIAL SEAL
LINDA S. CRATER
Notary Public - North Carolina
COUNTY OF FORSYTH

My Commission Expires March 11, 1996

L. Crater

Notary Public

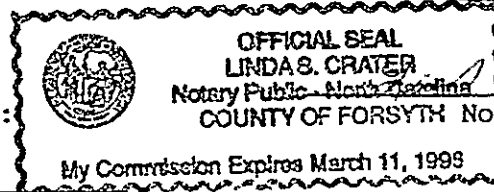
STATE OF NORTH CAROLINA)
COUNTY OF FORSYTH)

I, LINDA S. CRATER, a Notary Public, do hereby certify that J. D. Shields and Chattie L. Shields personally appeared before me this day and acknowledged the due execution of the foregoing instrument as Guarantors.

Witness my hand and notarial seal, this 14TH day of April, 1992.

My Commission Expires:

MARCH 11, 1996



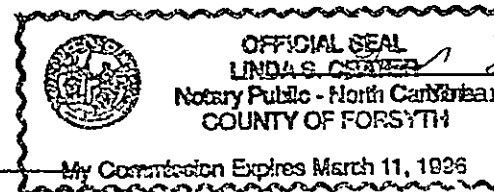
STATE OF NORTH CAROLINA)
COUNTY OF FORSYTH)

I, LINDA S. CRATER, a Notary Public, do hereby certify that Carl N. Boon personally appeared before me this day and acknowledged the due execution of the foregoing instrument as General Partner of BSH Properties.

Witness my hand and notarial seal, this 14TH day of April, 1992.

My Commission Expires:

MARCH 11, 1996



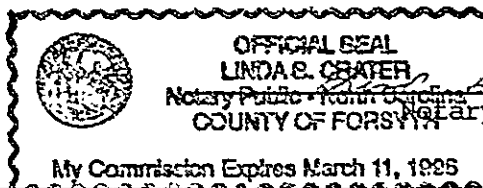
STATE OF NORTH CAROLINA)
COUNTY OF FORSYTH)

I, LINDA S. CRATER, Notary Public, certify that CHATTIE L. SHIELDS personally came before me this day and acknowledged that she is Secretary of J. D. Shields Corporation, a corporation, and that, by authority duly given and as the act of the corporation, the foregoing instrument was signed in the name by its President, sealed with its corporate seal, and attested by himself as its Secretary.

WITNESS my hand and notarial seal, this 14TH day of April, 1992.

My Commission Expires:

MARCH 11, 1996



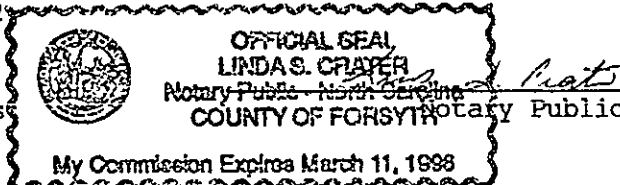
STATE OF NORTH CAROLINA)
)
 COUNTY OF FORSYTH)

I, LINDA S. CRATER, Notary Public, certify that MARGARET Day personally came before me this day and acknowledged that he is Secretary of I-40 Realty, LTD., a corporation, and that, by authority duly given and as the act of the corporation, the foregoing instrument was signed in the name by its President, sealed with its corporate seal, and attested by himself as its Secretary.

WITNESS my hand and notarial seal, this 14th day of April, 1992.

My Commission Expires:

MARCH 11, 1996



STATE OF NORTH CAROLINA)
)
 COUNTY OF Guilford)

I, Sarah J. Brady, Notary Public of said county and state, do hereby certify that Spencer D. Hamrick, Jr., Trustee, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal, this 4th day of March, 1992.

My Commission Expires:

8-11-93

Sarah J. Brady
 Notary Public

STATE OF NORTH CAROLINA - FORSYTH COUNTY

The foregoing certificate of Sarah J. Brady, NP, Guilford and Linda S. Crater, NP, Forsyth are, N.P. of said county is adjudged to be correct. Let the instrument with its certificates, be registered. This 27 day of April, 1992. L.E. SPEAS, REGISTER OF DEEDS

Celborah Riddle, Deputy
 Register of Deeds

PRESENTED FOR
 FILED FOR REGISTRATION REC'D DAY OF APRIL, 1992 AT 3:09
 O'CLOCK PM, and REGISTERED IN THE OFFICE OF THE REGISTER OF DEEDS FOR
 FORSYTH COUNTY IN BOOK 100, PAGE 100 THIS 27 DAY OF APRIL,
 1992.

L.E. SPEAS Register of Deeds, Forsyth County
 REGISTER OF DEEDS
 FORSYTH COUNTY
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\$16.00