

2019050246 00023

FORSYTH CO. NC FEE \$64.00  
PRESENTED & RECORDED  
12/16/2019 08:54:36 AM  
LYNNE JOHNSON  
REGISTER OF DEEDS  
BY: SANDRA YOUNG  
DPTY

BK: RE 3498  
PG: 1234 - 1241

NORTH CAROLINA DEED OF TRUST  
(Equity Line of Credit)

SATISFACTION: The debt secured by this Deed of Trust, as evidenced by the note or other document secured thereby, has been satisfied in full.

This the \_\_\_\_\_ day of \_\_\_\_\_,

Signed: \_\_\_\_\_

Mail after recording to: Return to: Dawn Tetlak/AEG  
5455 Detroit Rd, STE B  
Sheffield Village, OH 44054  
440-716-1820 8

040715910205998203

This instrument was prepared by \_\_\_\_\_

Mortgage broker/individual who acted as a mortgage broker (if applicable): \_\_\_\_\_

Recording: Time, Book and Page

Brief description for index:  
2030401157-5998

THIS DEED OF TRUST ("Deed of Trust") is made as of this 11th day of October, 2019  
by and between: W DUNCAN MACKKEEN, SOLE TRUSTEE OF THE W DUNCAN AND GLENDA S MACKKEEN  
GRANTOR  
REVOCABLE TRUST DATED MARCH 27, 2015, AMENDED NOVEMBER 30, 2015  
GRANTOR

ADDRESS: 1 PARK VISTA LANE, UNIT 140  
WINSTON SALEM, NC 27101

TRUSTEE  
BB&T Collateral Service Corporation  
P.O. Box 1290  
Whiteville, NC 28472

BENEFICIARY  
BRANCH BANKING AND TRUST  
COMPANY, a  
North Carolina banking corporation  
P.O. Box 1290 Whiteville, NC 28472

4458613-05

THE FOLLOWING INFORMATION APPLIES TO THIS DEED OF TRUST:

1. This Deed of Trust secures an Equity Line of Credit governed by provisions of Article 9, Chapter 45, North Carolina General Statutes, and secures all present and future advances thereunder.
2. The maximum principal amount of the Debt (defined below) which may be secured by this Deed of Trust at any one time is  
THREE HUNDRED SEVENTY TWO THOUSAND DOLLARS & 00/100  
(\$ 372,000.00 ) Dollars.
3. The Debt, on the date hereof, is evidenced by a BB&T Home Equity Line Agreement of even date herewith from Grantor and may be evidenced by and shall be at all times deemed to include, any and all other notes or other Documents now or hereafter evidencing any debt whatsoever incurred by Grantor or Borrower and payable to Beneficiary, the terms of which are incorporated herein by reference.
4. No execution of a written instrument or notation shall be necessary to evidence or secure any advances made hereunder. The period within which advances are to be made shall be the ten year period beginning on the date of this Deed of Trust.

5. The real property which is the subject of this Deed of Trust is located in or near the City of **WINSTON SALEM**  
 in the Township of \_\_\_\_\_, in the County of **FORSYTH**  
 in the State of North Carolina, and the legal description and the chain of title reference of the real property are set forth as follows:  
 See Exhibit A

**STATEMENT OF PURPOSE:** In this Deed of Trust reference shall be made simply to the "Note or other Document", and such a reference is deemed to apply to all of the instruments which evidence or describe the Debt, or which secure its payment, and to all renewals, extensions and modifications thereof, whether heretofore or hereafter executed, and includes without limitation all writings described generally and specifically on the first page of this Deed of Trust in numbered paragraph 2. This Deed of Trust shall secure the performance of all obligations of Grantor and of Borrower to Beneficiary which are described in this Deed of Trust, in the Note or other Document, and such performance includes the payment of the Debt. In this Deed of Trust the definition of "Debt" includes: (i) the principal; (ii) all accrued interest including possible fluctuations of the interest rate if so provided in the Note or other Document; (iii) all renewals or extensions of any obligation under the Note or other Document (even if such renewals or extensions are evidenced by new notes or other documents); and (iv) all other obligations of Grantor to Beneficiary which are described in this Deed of Trust, or in the Note or other Document, (for example, payment of the attorneys fees of the Beneficiary, insurance premiums and ad valorem taxes).

NOW, THEREFORE, for the purposes and under the conditions described in this Deed of Trust and in consideration of the Debt and the mutual promises of Grantor and Beneficiary, Grantor hereby conveys to Trustee, in trust, with power of sale, the real property described in this Deed of Trust, together with any improvements, equipment and fixtures existing or hereafter placed on or attached to this real property, all proceeds thereof and all other appurtenant rights and privileges. The term "the Property" shall include this real property, any such improvements, fixtures, and also all appurtenant rights and privileges.

TO HAVE AND TO HOLD the Property, to Trustee, its successors and assigns, but upon the trust, and under the terms and conditions of this Deed of Trust, to which Grantor, Trustee and Beneficiary hereby agree:

1. **PERFORMANCE BY GRANTOR.** Grantor shall fulfill all of Grantor's obligations as specified in this Deed of Trust, the Note or other Document.

2. **TAXES, DEEDS OF TRUST, OTHER ENCUMBRANCES.** Grantor shall make timely payment of all ad valorem taxes, assessments or other charges or encumbrances which may constitute a lien upon the Property. Grantor shall timely pay and perform any obligation, covenant or warranty contained in any other deed of trust or writing (herein Other Deed of Trust) which gives rise to any or which may constitute a lien upon any of the Property. Grantor shall upon request of Beneficiary promptly furnish satisfactory evidence of such payment or performance. Grantor shall not enter into, terminate, cancel or amend any lease affecting the Property or any part thereof without the prior written consent of Beneficiary. Grantor shall timely pay and perform all terms of any lease or sublease of the Property or any part thereof.

3. **INSURANCE.** Grantor shall continuously maintain insurance on all improvements which are now existing and which might hereafter become part of the Property against loss by fire, flood and other hazards, casualties and contingencies in such amounts and for such periods as may be required from time to time by Beneficiary, and shall pay promptly, when due, any premiums on the insurance. If it is determined at any time that any of the Property is located in a flood hazard area as defined in the Flood Disaster Protection Act 1973, Grantor shall obtain and maintain flood insurance on Property at Grantor's expense for as long as this Deed of Trust is in effect. Flood insurance coverage shall be in an amount equal to the lesser of (i) the maximum amount secured as set forth herein or (ii) the maximum limit of coverage made available for the particular type of property under the law. If Grantor shall fail to procure or maintain hazard or flood insurance coverage in the specified amount for the Property within a reasonable time of receiving notice from Beneficiary of either the requirement or of the lapse of an existing policy, Beneficiary may, but is not obligated to, expend for the account of Grantor any sums which may be necessary to purchase the required hazard or flood insurance, which shall be fully secured by this Deed of Trust and which shall accrue interest from the time expended until paid at the rate set forth in the Note or other Document. All insurance shall be carried with companies approved by Beneficiary and shall contain a loss payable clause (New York long form) in favor of and in a form acceptable to Beneficiary. Grantor shall cause all policies and renewals thereof to be delivered to Beneficiary. In the event of loss, Grantor shall give immediate written notice to Beneficiary, and Beneficiary may make proof of loss if such is not made promptly by Grantor. Each insurer is hereby expressly authorized and directed by Grantor to make payment for the loss directly and solely to Beneficiary. Beneficiary may apply the insurance proceeds, or any part thereof, in its sole discretion and at its option, either to the reduction of Debt or to the restoration or repair of any portion of the Property damaged, but Beneficiary shall not be obligated to see to the proper application of any amount paid over to Grantor.

4. **ESCROW DEPOSITS.** Upon demand of Beneficiary, Grantor shall add to each payment required under the Note or other Document the amount estimated by Beneficiary to be sufficient to enable Beneficiary to pay as they become due all taxes, charges, assessments, and insurance premiums which Grantor is required to pay. Further, any deficiency occasioned by an insufficiency of such additional payments shall be deposited by Grantor with Beneficiary upon demand.

5. **PRESERVATION AND MAINTENANCE OF THE PROPERTY.** Grantor shall keep the Property in good order and repair as it now is (reasonable wear and tear excepted) and shall neither commit nor permit any waste or any other occurrence or use which might impair the value of the Property. Grantor shall not initiate or acquiesce in a change in the zoning classification of the Property or make or permit any structural alteration thereof without Beneficiary's prior written consent.

6. **COMPLIANCE WITH LAWS.** Grantor shall regularly and promptly comply with any applicable legal requirements of the United States, the State of North Carolina or other governmental entity, agency or instrumentality relating to the use or condition of the Property.

7. **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 the power of eminent domain shall be payable solely to Beneficiary, which may apply the sums so received to payment of the Debt.

8. **PAYMENTS BY BENEFICIARY.** If Grantor or Borrower shall be in default in the timely payment or performance of any of Grantor's or Borrower's obligations, the Note or other document, under this Deed of Trust or Other Deed of Trust, Beneficiary may, but it is not obligated to, expend for the account of Grantor any sums, expenses and fees which Beneficiary believes appropriate for the protection of the Property and the maintenance and execution of this trust. Any amounts so expended shall be deemed principal advances fully secured by this Deed of Trust, shall bear interest from the time expended until paid at the rate of interest accruing on the Note or other Document, and shall be due and payable on demand.

9. **RENTS and PROFITS.** Grantor hereby assigns to Beneficiary all future rents and profits from the Property as additional security for the payment of the Debt and for the performance of all obligations secured by this Deed of Trust. Grantor hereby appoints Beneficiary as Grantor's attorney-in-fact to collect any rents and profits, with or without suit, and to apply the same, less expenses of collection, to the Debt or to any obligations secured by this Deed of Trust in any manner as Beneficiary may desire. However, until default under the Note or other Document or under this Deed of Trust, Grantor may continue to collect and retain the rents and profits without any accountability to Beneficiary. Beneficiary's election to pursue the collection of the rents or profits shall be in addition to all other remedies which Beneficiary might have and may be put into effect independently of or concurrently with any other remedy.

10. **GRANTOR'S CONTINUING OBLIGATION.** This Deed of Trust shall remain as security for full payment of the Debt and for performance of any obligation evidenced by the Note or other Document, notwithstanding any of the following: (a) the sale or release of all or any part of the Property; (b) the assumption by another party of Grantor's obligations under this Deed of Trust, the Note or other Document; (c) the forbearance or extension of time for payment of the Debt or for performance of any obligations under this Deed of Trust, the Note or other Document, whether granted to Grantor or to a subsequent owner of the Property; or (d) the release of any party who has assumed payment of the Debt or who assumed any other obligations under this Deed of Trust, the Note or other Document. 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 who had assumed payment of the Debt or who assumed any other obligations the performance of which is secured by this Deed of Trust. Beneficiary may, in its sole discretion, from time to time waive or forbear from enforcing any provision of this Deed of Trust, and no such waiver or forbearance shall be deemed a waiver by Beneficiary of any right or remedy provided herein or by law or be deemed a waiver of the right at any later time to enforce strictly all provisions of this Deed of Trust and to execute any and all remedies provided herein and by law.

11. **SUBSTITUTION OF TRUSTEE.** Beneficiary shall have the unqualified right to remove the individual designated as Trustee on the first page of this Deed of Trust, and to appoint one or more substitute or successor Trustees by instruments filed for registration in the County Registry where this Deed of Trust is recorded. Any such removal or appointment may be made at any time and from time to time without notice, without specifying any reason therefor and without any court approval. Any such appointee shall become fully vested with title to the Property and with all rights, powers and duties conferred upon the individual originally designated as Trustee, in the same manner and to the same effect as though that party were named herein as the original Trustee.

12. **INDEMNIFICATION IN EVENT OF ADVERSE CLAIMS.** In the event that Beneficiary or Trustee voluntarily or otherwise shall become parties to any suit or legal proceeding involving the Property, they shall be saved harmless and shall be reimbursed by Grantor for any amounts paid, including all costs, charges and attorney's fees incurred in any such suit or proceeding, and the same shall be secured by this Deed of Trust and payable upon demand.

13. **INSPECTION.** Beneficiary may at any reasonable time and from time to time make or cause to be made reasonable entries upon and inspections of the Property.

14. **WARRANTIES.** Grantor covenants with Trustee and Beneficiary that Grantor is seized for the Property in fee simple, has the right to convey the same in fee simple, that title to the Property is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever, subject only to any declarations, easements, restrictions or encumbrances listed in the title opinion or title insurance policy which Beneficiary obtained in the transaction in which Beneficiary obtained this Deed of Trust.

15. **ATTORNEYS' FEES.** In the event that Grantor or Borrower shall default in its obligations under this Deed of Trust, the Note or other Document, and Beneficiary employs an attorney to assist in the collection of the Debt or to enforce compliance of Grantor with any of the provisions of this Deed of Trust, the Note or other Documents or in the event Beneficiary or Trustee shall become parties to any suit or legal proceeding (including any proceeding conducted before any United State Bankruptcy Court) concerning the Property, concerning the lien of this Deed of Trust, concerning collection of the Debt or concerning compliance by Grantor with any of the provisions of this Deed of Trust, the Note or other Document, Grantor shall pay Beneficiary's reasonable attorneys' fees and all of the costs that may 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 Debt. Grantor shall be liable for such attorneys' fees and costs whether or not any suit or proceeding is commenced.

16. **ANTI-MARSHALLING PROVISIONS.** Beneficiary may grant releases at any time and from time to time of all or any portion of the Property (whether or not such releases are required by agreement among the parties) agreeable to Beneficiary without notice to or the consent, approval or agreement of other Parties and interests, including junior lienors and Purchasers subject to the lien of this Deed of Trust and such releases shall not impair in any manner the validity of or priority of this Deed of Trust on that portion of the Property remaining subject to this Deed of Trust, nor release Grantor or Borrower from personal liability for the Debt. 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 available to Beneficiary, and Beneficiary shall further have the right to determine the order in which any or all portions of the Debt are satisfied from the proceeds realized upon the exercise of any remedy it has. Grantor, Borrower, any party who consents to this, or any party who has actual or constructive notice hereof, hereby waives any and all rights to require the marshalling of assets in connection with the exercise of any of the remedies permitted by applicable law or provided herein.

17. **EVENTS OF DEFAULT.** Beneficiary has the right to terminate the future advance provisions of this Deed of Trust and declare the Debt immediately due and payable in any of the following circumstances:

(a) If the Grantor or Borrower fails or neglects to meet the repayment terms of the Debt, or fails or neglects to pay when due any and all other sums which are or may become secured by this Deed of Trust;

(b) If the Grantor acts or fails to act in a way which adversely affects the security pledged under this Deed of Trust or any right which the Beneficiary may have in such security. Such action or inaction includes but is not limited to the following: if the Grantor sells the property or otherwise transfers title to the property without the prior written permission of the Beneficiary; if the Grantor fails to maintain insurance on the property according to the Beneficiary's requirements; if the Grantor commits waste or otherwise damages or destroys the property, or any portions of it, in such a way that is adversely affects the security of the Beneficiary; if the Grantor fails to pay taxes on the property; if certain liens or judgments are filed; if the property is condemned by a governmental authority; if a prior lienholder commences foreclosure proceedings; if any Grantor should die;

(c) If any warranty, representation or statement made or furnished to Beneficiary by or on behalf of Grantor or Borrower in connection with this transaction proves to have been false in any material respect when made or furnished;

(d) Any event which would permit termination under the terms of the BB&T Home Equity Line Agreement.

18. **REMEDIES OF BENEFICIARY UPON DEFAULT.** Upon the occurrence of any event of default, Beneficiary may, at its option, without prior notice to Grantor, declare the debt to be immediately due and payable in full; and, on application of Beneficiary, Trustee shall foreclose this Deed of Trust in any manner permitted by North Carolina law, including selling the property at public sale to the last and highest bidder for cash, free of any equity of redemption, homestead, dower, curtesy or other state or federal 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 Trustee shall execute and deliver to the purchaser a Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. The proceeds of any such sale shall be applied in the manner and in the order prescribed by applicable North Carolina law, it being agreed that the expenses of any such sale shall include a commission of five per cent of the gross sales price to Trustee for holding such sale and for all services performed by him hereunder excluding expenses incurred in making sale. In the event a foreclosure suit or special proceeding is commenced, and no sale is held, then the Grantor shall pay to the Trustee: 1) all expenses incurred by Trustee and 2) a partial commission computed on five per cent of the balance of the unpaid Debt. Beneficiary may bid and become the purchaser at any sale under this Deed of Trust. At any such sale trustee may at his election require the successful bidder immediately to deposit with Trustee cash 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. If foreclosure proceedings are instituted under the Deed of Trust, Trustee is hereby authorized to take possession of the Property and collect any rental, accrued or to accrue; or Trustee may lease the Property or any part thereof, receive the rents and profits therefrom, and hold the proceeds remaining after payment of the expenses of managing and operating the Property subject to the order of the court for the benefit of the Beneficiary, pending final disposition of the foreclosure proceedings, and during any period allowed by applicable law for the redemption from any foreclosure sale ordered in such proceedings; and Trustee may act irrespective of the value of the Property or its adequacy or inadequacy to secure or discharge the indebtedness then owing.

19. RELEASE AND CANCELLATION. Upon fulfillment of all obligations, the performance of which is secured by this Deed of Trust, and upon payment of the Debt accompanied by the written instructions executed by Grantor to Beneficiary to terminate the Home Equity Line secured by this Deed of Trust, this Deed of Trust and the Note or other Document shall be marked "Satisfied" and returned to Grantor, and this conveyance shall be null and void and may be cancelled of record at the request and cost of Grantor, and title to the Property shall revert as provided by law. Beneficiary is authorized to apply any check tendered without such termination letter as a payment as opposed to a payoff and is under no obligation to terminate said Home Equity Loan, but may do so at its option.

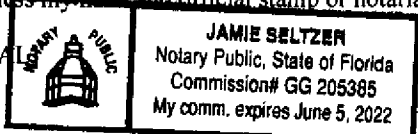
20. MISCELLANEOUS. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and shall not be used to interpret or define any provisions. All remedies provided herein are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively. All covenants contained herein shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors or assigns. Whenever used the singular number shall include the plural, and the plural the singular, and the use of any gender shall be applicable to all genders. This Deed of Trust shall be governed by and construed under North Carolina law. Any forbearance by Beneficiary in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Beneficiary shall not be a waiver of Beneficiary's right to accelerate the maturity of the Debt. Time is of the essence in the payment or performance of any of the obligations, or of any covenant or warranty contained in this Deed of Trust or in the Note, or other Document.

IN TESTIMONY WHEREOF, each individual Grantor has hereunto set his hand and adopted as his seal the word "SEAL" appearing beside or near his signature, this sealed instrument being executed and delivered on the date first above written.

Grantor: W Duncan Mackeen, Sole Trustee (SEAL) Grantor: Glenda S Mackeen (SEAL)  
W DUNCAN MACKEEEN, SOLE TRUSTEE OF THE W DUNCAN  
Grantor: AND GLENDA S MACKEEEN REVOCABLE TRUST (SEAL) Grantor: \_\_\_\_\_ (SEAL)  
DATED MARCH 27, 2015, AMENDED NOVEMBER 30, 2015

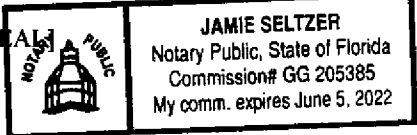
STATE OF ~~NORTH CAROLINA~~ <sup>Florida</sup> COUNTY OF Sarasota

I, Jamie Seltzer, a Notary Public, do hereby certify that  
W Duncan Mackeen Sole Trustee, an individual, Grantor, personally  
appeared before me this day and acknowledged that (s)he voluntarily signed this Deed of Trust for the purposes stated therein.

Witness my hand and official stamp or notarial seal, this 23 day of October, 2019.  
[SEAL]  Jamie Seltzer (SEAL)  
Notary Public  
My Commission Expires: June 5, 2022

STATE OF ~~NORTH CAROLINA~~ <sup>Florida</sup> COUNTY OF Sarasota

I, Jamie Seltzer, a Notary Public, do hereby certify that  
Glenda S Mackeen, an individual, Grantor, personally  
appeared before me this day and acknowledged that (s)he voluntarily signed this Deed of Trust for the purposes stated therein.

Witness my hand and official stamp or notarial seal, this 23 day of October, 2019.  
[SEAL]  Jamie Seltzer (SEAL)  
Notary Public  
My Commission Expires: June 5, 2022

STATE OF NORTH CAROLINA COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public, do hereby certify that  
\_\_\_\_\_, an individual, Grantor, personally  
appeared before me this day and acknowledged that (s)he voluntarily signed this Deed of Trust for the purposes stated therein.

Witness my hand and official stamp or notarial seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
[SEAL] \_\_\_\_\_ (SEAL)  
Notary Public  
My Commission Expires: \_\_\_\_\_

STATE OF NORTH CAROLINA COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public, do hereby certify that  
\_\_\_\_\_, an individual, Grantor, personally  
appeared before me this day and acknowledged that (s)he voluntarily signed this Deed of Trust for the purposes stated therein.

Witness my hand and official stamp or notarial seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
[SEAL] \_\_\_\_\_ (SEAL)  
Notary Public  
My Commission Expires: \_\_\_\_\_

The foregoing or annexed certificate(s) of \_\_\_\_\_, Notary(ies) Public, has(have) been verified to have the  
signature, commission expiration date, and official seal, if required. 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.

\_\_\_\_\_  
REGISTER OF DEEDS FOR \_\_\_\_\_ COUNTY  
By: \_\_\_\_\_ Deputy/Assistant - Register of Deeds.

## CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 11th day of October, 2019, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note/Agreement to Branch Banking and Trust Company ("the Lender") of the same date and covering the Property described in the Security Instrument and located at:

1 PARK VISTA LN, UNIT 140

WINSTON SALEM, NC 27101-

(Property Address)

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:

ONE PARK VISTA

(Name of Condominium Project)

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

**CONDOMINIUM COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards include within the term "extended coverage", then: Borrower's obligation under the Security Instrument to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy. Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability policy acceptable in form, amount and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument with any excess paid to Borrower.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;

(iii) termination of professional management and assumption of self-management of the Owners Association;

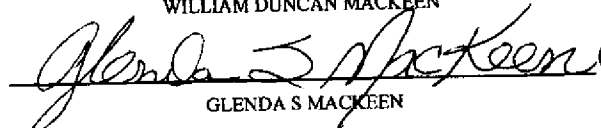
(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agrees to other terms, these amounts shall bear interest from the date of disbursement at the Note/Agreement rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.



BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

 (SEAL)  
WILLIAM DUNCAN MACKEEN

 (SEAL)  
GLENDA S MACKEEN

**EXHIBIT A**

THE FOLLOWING LANDS AND PROPERTY, TOGETHER WITH ALL IMPROVEMENTS LOCATED THEREON, LYING IN WINSTON SALEM, FORSYTH COUNTY, NC TO WIT:

BEING KNOWN AND DESIGNATED AS UNIT NO. 140 AS SHOWN ON THE CONDOMINIUM PLAT OF ONE PARK VISTA CONDOMINIUMS AS RECORDED IN CONDOMINIUM AND UNIT OWNERSHIP BOOK 8, PAGES 82 THROUGH 86 (ONE PARK VISTA), IN THE OFFICE OF THE REGISTER OF DEEDS OF FORSYTH COUNTY, NORTH CAROLINA, REFERENCE TO WHICH IS HEREBY MADE FOR A MORE PARTICULAR DESCRIPTION.

ALSO CONVEYED HERewith IS AN UNDIVIDED 0.0228 PERCENT FEE SIMPLE INTEREST IN AND TO THE COMMON ELEMENTS SHOWN ON THE RECORDED PLAT AND ALL RIGHTS AND EASEMENTS APPURTENANT TO SAID UNIT AS SPECIFICALLY ENUMERATED IN THE DECLARATION OF CONDOMINIUM FOR ONE PARK VISTA CONDOMINIUMS (THE DECLARATION) AND RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS OF FORSYTH COUNTY IN BOOK 2851, PAGE 384.

TOGETHER WITH ALL RIGHTS AND EASEMENTS APPURTENANT TO THE ABOVE-DESCRIBED UNIT AS SPECIFICALLY ENUMERATED IN THE DECLARATION, INCLUDING BUT NOT LIMITED TO, MEMBERSHIP IN ONE PARK VISTA CONDOMINIUM OWNERS ASSOCIATION, INC., A NORTH CAROLINA NON-PROFIT CORPORATION (THE ASSOCIATION).

TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FROM AND TO THE ABOVE-DESCRIBED UNIT OVER THE COMMON ELEMENTS OF ONE PARK VISTA, AND THE RIGHT TO USE THE COMMON ELEMENTS OF ONE PARK VISTA FOR ALL PURPOSES INDICATED IN THE DECLARATION, IN COMMON WITH THE DECLARANT THEREIN, ITS SUCCESSORS AND ASSIGNS, AND IN COMMON WITH THE OTHER UNIT OWNERS, THEIR GUESTS AND INVITEES,

OF ONE PARK VISTA. THIS CONVEYANCE IS MADE SUBJECT TO ALL OF THE TERMS AND CONDITIONS OF THE DECLARATION, INCLUDING ALL EXHIBITS AND ATTACHMENTS THERETO, ALL OF WHICH ARE HEREBY INCORPORATED BY-REFERENCE AS IF SET FORTH IN ITS ENTIRETY, AND BY ACCEPTANCE OF THIS DEED OF CONVEYANCE, THE GRANTEE HEREIN AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE DECLARATION, INCLUDING BUT NOT LIMITED TO, (I) ALL RESTRICTIONS ON USE OF THE UNITS AND COMMON ELEMENTS OF ONE PARK VISTA, (II) THE OBLIGATION TO PAY COMMON EXPENSES AND SPECIAL ASSESSMENTS TO THE ASSOCIATION, ALL AS DEFINED IN THE DECLARATION, AND (III) THE RIGHTS AND OBLIGATIONS OF MEMBERSHIP IN THE ASSOCIATION.

THIS BEING THE SAME PROPERTY CONVEYED TO W. DUNCAN MACKEEN AND GLENDA S. MACKEEN, AS CO TRUSTEES OF THE W. DUNCAN AND GLENDA S. MACKEEN REVOCABLE TRUST DATED MARCH 27, 2015, DATED 08/08/2016 AND RECORDED ON 08/08/2016 IN BOOK RE 3301, PAGE 809, IN THE FORSYTH COUNTY RECORDERS OFFICE.

PARCEL ID NO. 6835167960000

4458613 Form # 1302

Address: 1 PARK VISTA LN UNIT140, Winston Salem, NC