BK 2153 PG 2790

DEED OF TRUST

FORSYTH CO,NC 190 FEE:$ 18.00
PRESENTED & RECORDED: 02/01/2001 4:53PM
DICKIE C. WOOD REGISTER OF DEEDS BY:THOMAS
BK2153 P2790 - P2795 Date 01-31-2001

This Instrument Prepared by: SHIREEN WAYNE
After Recording Mail to: MARK DODSON
SOUTHERN COMMUNITY BANK AND TRUST
PO BOX 26134
WINSTON-SALEM, NC 27104

Recording Time

GRANTOR	TRUSTEE	BENEFICIARY
V SALEM DEVELOPMENT CORP 1314 ASHLEY SQUARE WINSTON-SALEM NC 27104-	SCBT, INC. 4701 COUNTRY CLUB RD WINSTON-SALEM, NC 27104	SOUTHERN COMMUNITY BANK AND TRUST 4701 COUNTRY CLUB RD P.O. BOX 26134 WINSTON-SALEM, NC 27104

The designation Grantor, Trustee, and Beneficiary as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context. Borrower means any person or entity who is a maker of the Obligation (defined below). The designations Grantor and Borrower shall have the same meaning unless a Grantor is not a maker of the Obligation, in which case, Borrower shall mean V SALEM DEVELOPMENT CORP.

WITNESSETH, that whereas the Grantor has agreed to execute and deliver this Deed of Trust to secure the repayment of the principal sum of One Hundred Twelve Thousand Five Hundred and 00/100 Dollars ($ 112,500.00) as evidenced by ☒ a promissory note executed in favor of the Beneficiary by the Grantor, ☐ a promissory note executed in favor of the Beneficiary by _____, or ☐ a guaranty agreement executed by _____, or ☐ the following evidence of indebtedness: _____ (the "Obligation") of even date herewith or dated 01-31-2001, and all future modifications, extensions, renewals and replacements thereof, the terms of which are incorporated herein by reference, which agreement requires that all indebtedness thereunder, if not sooner paid, shall be due and payable in full on 01-31-2002.

NOW, THEREFORE, in consideration of the premises, and as security for the payment of all sums due under the Obligation, as renewed, extended or modified, including attorneys fees and advancements or other sums due hereunder or thereunder, and for other valuable consideration, the receipt of which is hereby acknowledged, the Grantor has bargained, sold, given, granted and conveyed and does by these presents bargain, sell, give, grant and convey to the Trustee, upon the terms and conditions contained herein, the parcel(s) of land lying in FORSYTH County, _____ Township, North Carolina (the "Premises"), particularly described as follows:

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE FOR A DESCRIPTION OF THE REAL PROPERTY HEREBY CONVEYED. THE REAL PROPERTY DESCRIBED ON EXHIBIT A ATTACHED HERETO IS HEREBY INCORPORATED HEREIN BY REFERENCE TO THE SAME EXTENT AS IF SET FORTH HEREIN IN ITS ENTIRETY.

TO HAVE AND TO HOLD said Premises, together with all privileges and appurtenances thereunto belonging, incident or appertaining thereto, to the Trustee, his heirs, successors and assigns forever, upon the trusts, terms and conditions, and for the uses and purposes hereinafter described. And the said Grantor covenants with the said Trustee that he is seized of the said Premises in fee, has the right to convey the same in fee simple, that title to the Premises is marketable and free from all encumbrances, and that he will warrant and defend the title to the Premises against the lawful claims of all persons whomsoever, except for the exceptions hereinafter stated, to wit:

If the Borrower shall pay the Obligation secured hereby in accordance with its terms, together with interest thereon, all renewals and extensions thereof, and all other sums secured hereby, and if Grantor shall comply with all terms and conditions of this Deed of Trust, then this conveyance shall be void and may be canceled at the request and expense of the Grantor. If, however, (i) there shall be any default in the payment of any sums due under the Obligation, this Deed of Trust or any other instrument securing payment of the Obligation, or (ii) if there shall be default in any other obligation under the Obligation, this Deed of Trust or other instrument securing payment of the Obligation and such default is not cured within 14 days after written notice, then and without further notice it shall be the duty of the Trustee, upon request of the Beneficiary, to sell the Premises at public auction to the highest bidder for cash after having first complied with all applicable requirements of North Carolina law with respect to the exercise of powers of sale contained in deeds of trust, and upon such sale the Trustee shall convey title to the purchaser in as full and ample manner as the Trustee is empowered. Default under the terms of any instrument secured by a lien to which this Deed of Trust is subordinate shall constitute a default hereunder. The Trustee is hereby authorized to retain an attorney to represent him in any foreclosure proceedings. The proceeds of any foreclosure sale shall be applied by the Trustee to pay his commission and reasonable attorneys fees incurred in the proceeding, to the costs of sale (including but not limited to taxes, assessments, recording costs, service fees and incidental expenditures), and then to the amount due on the Obligation hereby secured and all other sums expended by the Beneficiary pursuant to the terms hereof and other instruments, or as otherwise permitted by law. The Trustee's commission will be five percent (5%) of the gross proceeds of the sale. If foreclosure is commenced but not completed, Grantor shall pay all costs incurred by the Trustee, including reasonable attorneys fees, and a partial commission computed on five percent (5%) of the outstanding indebtedness in accordance with the following schedule: 1/4 thereof before the Trustee issues a notice of hearing on the right to foreclose; 1/2 thereof after issuance of said notice; 3/4 thereof after such hearing; and the full commission after the initial sale.

The Grantor covenants and agrees to keep all improvements on the Premises constantly insured for the benefit of the Beneficiary against loss by fire and other casualties, and through such underwriters and for such amounts as may be satisfactory to the Beneficiary. Grantor shall purchase such insurance, pay all premiums, and deliver to the Beneficiary a copy of all such policies and evidence that the premiums have been paid. In the event of loss Grantor shall give prompt notice to the insurance carrier and Beneficiary. Beneficiary may make proof of loss if not made promptly by Grantor. All proceeds from any such insurance shall at the sole option of the Beneficiary be applied to the Obligation hereby secured or to the repair or reconstruction of any improvements upon the Premises. Grantor also covenants and agrees that he will keep the Premises in as good order, repair and condition as they are now, reasonable wear and tear excepted; not commit or permit waste; comply with all governmental requirements (including environmental laws and regulations) respecting the Premises or their use; pay all taxes, assessments and charges lawfully levied against the Premises within 30 days after the same shall become due; and that the Premises will not be transferred without the consent of the Beneficiary. Grantor further agrees that in the event any suit or proceeding shall be brought against the Trustee or Beneficiary or if any suit or proceeding shall be brought which may affect the value or title to the Premises, Grantor shall defend, indemnify and hold the Trustee and/or Beneficiary harmless from any loss, cost, damage or expense and shall reimburse the Trustee and/or Beneficiary for any attorneys fees incurred. In the event the Trustee is named as a party to any civil action as Trustee, the Trustee shall be entitled to employ an attorney, including himself if he is a licensed attorney, to represent the Trustee in said action, and the reasonable attorneys fees of the Trustee in such action shall be paid by the Grantor.

Grantor represents, warrants and agrees that (a) no Hazardous Material (as hereinafter defined) has been used or placed on the Premises in violation of any applicable Environmental Laws (as hereinafter defined); (b) no notice has been received with regard to any Hazardous Material on the Premises; (c) the Premises are presently in compliance with all Environmental Laws; (d) no action, investigation or proceeding is pending or, to Grantor's knowledge, threatened which seeks to enforce any right or remedy against Grantor or the Premises under any Environmental Law; (e) Grantor shall permit no installation or placement of Hazardous Material on the Premises in violation of Environmental Laws; (f) Grantor shall permit no release of Hazardous Material onto or from the Premises; (g) Grantor shall cause the Premises to comply with applicable Environmental Laws and shall keep the Premises free and clear of any liens imposed pursuant to any applicable Environmental Laws; (h) all licenses, permits and other governmental or regulatory actions necessary for the Premises to comply with Environmental Laws shall be obtained and maintained and Grantor shall assure compliance therewith; and (i) Grantor shall give the Beneficiary prompt written notice if Grantor receives any notice with regard to Hazardous Material on, from or affecting the Premises and shall conduct and complete all investigations and all cleanup actions necessary to remove, in accordance with applicable Environmental Laws, such Hazardous Material from the Premises. Grantor shall indemnify and hold harmless the Beneficiary from and against all losses, expenses (including, without limitation, attorneys' fees) and claims of every kind suffered by or asserted against Beneficiary as a direct or indirect result of (i) the presence on or release from the Premises of any Hazardous Material, whether or not caused by Grantor, (ii) the violation of any Environmental Laws applicable to the Premises, whether or not caused by Grantor, (iii) the failure by Grantor to comply fully with the terms and provisions of this paragraph, or (iv) any warranty or representation made by Grantor in this paragraph being false or untrue in any material respect. For purposes of this Deed of Trust, "Hazardous Material" means polychlorinated biphenyls, petroleum, flammable explosives, radioactive materials, asbestos and any hazardous, toxic or dangerous waste, substance or material defined as such in (or for purposes of) the Environmental Laws or listed as such by the Environmental Protection Agency. "Environmental Laws" means any current or future governmental law, regulation or ruling applicable to environmental conditions on, under or about the Premises including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the Toxic Substances Control Act and the Clean Water Act. Grantor's obligations under this paragraph shall survive a foreclosure of or exercise of power of sale under this Deed of Trust, a delivery of a deed in lieu of foreclosure, and a cancellation or termination of record of this Deed of Trust.

All rights of the Beneficiary shall be cumulative and no delay or forbearance by the Beneficiary in exercising any rights hereunder or otherwise afforded by law, shall operate as a waiver thereof or preclude the exercise thereof during the continuance of any such default or in the event of any subsequent default. If the Grantor shall fail to perform any covenant or obligation contained herein or in any other instrument given as additional security for payment of the Obligation, the Beneficiary may, but is not obligated to, make advances to pay such premiums, taxes, assessments, attorneys fees or other charges and to otherwise expend sums to perform such covenants or obligations, and all sums so advanced or expended shall be due from the Grantor on demand of the Beneficiary, and may be added to the principal of the Obligation, and if so shall bear interest at the rate provided in the Obligation.

Grantor assigns to the Beneficiary, in the event of default, all rents and profits from the Premises and any improvements thereon, and authorizes the Beneficiary to enter upon and take possession of such Premises and improvements, to rent same at any reasonable rate of rent, and after deducting from such rents the cost of letting and collection, to apply the remainder to the debt secured hereby. If the Premises or any part thereof shall be taken by condemnation or settlement in lieu thereof, all proceeds from such condemnation are hereby assigned to the Beneficiary.

If the Premises or any part thereof or interest therein is sold, assigned, transferred or otherwise alienated by Grantor, whether voluntarily, involuntarily or by operation of law without the prior written consent of the Beneficiary, the Beneficiary may declare the Obligation secured hereby and all other obligations hereunder to be forthwith due and payable. Any change in the legal or equitable title of the Premises or in the beneficial ownership of the Premises, including the sale, conveyance or disposition of a majority interest in the Grantor if a corporation or partnership, whether or not of record or whether or not for consideration, shall be deemed a transfer of an interest in the Premises. Notwithstanding the foregoing, the following shall not be deemed a transfer of an interest in the Premises: (a) the creation of a lien or other encumbrance subordinate to the lien of this Deed of Trust which does not relate to a transfer of rights of occupancy; (b) a transfer by devise, descent, or operation of law on the death of a joint tenant or tenant by the entirety; (c) the grant of a leasehold interest of three (3) years or less not involving an option to purchase; (d) a transfer where the spouse or children of the Grantor become the owner of the Premises; (e) a transfer resulting from a decree of a dissolution of a marriage, legal separation agreement, or from an incidental property settlement agreement by which the spouse of the Grantor becomes an owner of the Premises; and (f) a transfer to an inter vivos trust in which the Grantor is and remains a beneficiary and which does not relate to a transfer of rights of occupancy in the Premises.

The irrevocable power to appoint a substitute trustee is hereby expressly granted to the Beneficiary or any holder of the Obligation, which power may be exercised at any time without notice and without specifying any reason therefor by the filing of an instrument of appointment in the office where this instrument is recorded, whereupon the substitute trustee shall succeed to all rights, powers and duties of the Trustee hereunder.

If any of the collateral securing the Obligation is the principal dwelling of the Grantor, then notwithstanding any agreement of the Grantor or Borrower to the contrary, this Deed of Trust will not secure any indebtedness from the Grantor or Borrower to the Beneficiary incurred for personal, family or household purposes (as opposed to business, commercial or agricultural purposes) other than the Obligation, and the covenants and agreements set forth in this Deed of Trust as they may be hereafter amended, modified, extended or replaced.

This Deed of Trust is delivered in and shall be construed under the internal laws and judicial decisions of the State of North Carolina, and, to the extent the same may be applicable, the laws of the United States. In any litigation in connection with or to enforce this Deed of Trust against any person, including, but not limited to, any Grantor, each such person irrevocably consents to and confers personal jurisdiction on the courts of the State of North Carolina or the United States courts located in the State of North Carolina, and expressly waives any objections as to venue in any such courts, and agrees that service of process may be made on each such person by mailing a copy of the summons and complaint to them by registered or certified mail, return receipt requested. Nothing contained herein shall, however, prevent the Beneficiary or any other holder of the Obligation from bringing any action or exercising any rights within any other state or jurisdiction or from obtaining personal jurisdiction by any other means available by applicable law.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

Witness _____ _____ (SEAL)

Witness _____ _____ (SEAL)

Witness _____ _____ (SEAL)

Witness _____ _____ (SEAL)

Witness

V SALEM DEVELOPMENT CORP
Name of Corporation

Attest _____ By: _____

_____ Secretary (Corporate Seal) _____ President

Witness _____ _____ (SEAL)
Name of Partnership or Limited Liability Company

Witness _____ By: _____ (SEAL)

Witness _____ By: _____ (SEAL)

Witness _____ By: _____ (SEAL)

Witness _____ By: _____ (SEAL)

Witness

STATE OF NORTH CAROLINA
COUNTY OF Chatham

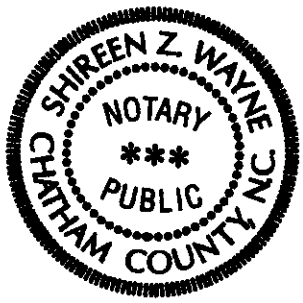
I, a Notary Public of state and county aforesaid, certify that Vahid Salem-Naraghi personally came before me this day and acknowledged that he is the President of V. Salem Development Corporation, a North Carolina Corporation, and the he, as President, being authorized to do so, executed the foregoing instrument on behalf of the corporation.

Witness my hand and official seal, this the 1st day of February, 2001.

Shireen Z. Wayne
Notary Public

My Commission Expires:

12/13/2003



STATE OF NC - FORSYTH CO The foregoing certificate(s) of:

Shireen Z. Wayne
NP(s)

is/are certified to be correct at the date of recordation shown on the first page thereof.

Dickie C. Wood, Register of Deeds by: _____ Deputy/Asst

BTCM:143434.1

ATTACHMENT

EXHIBIT A

LYING AND BEING in Forsyth County, North Carolina, and being more particularly described as follows:

BEING KNOWN AND DESIGNATED as Lots 30, 35, 36, 37, & 57, Harwick Place, as shown on plat recorded at Plat Book 38, Page 103-104, in the Office of the Register of Deeds, Forsyth County, North Carolina.