FORSYTH CO,NC 235 FEE:$ 32.00
PRESENTED & RECORDED: 11/05/2002 3:15PM
DICKIE C. WOOD REGISTER OF DEEDS BY:HOODVA
BK2294 PS793 - PS799

DEED OF TRUST AND SECURITY AGREEMENT
(COLLATERAL IS OR INCLUDES FIXTURES)

This Instrument Prepared by: SHIREEN WAYNE

After Recording Mail to: LINDA CARTNER
SOUTHERN COMMUNITY BANK AND TRUST BOX # 52
4701 COUNTRY CLUB ROAD
WINSTON-SALEM, NC 27104

Reference No. 2000005440

Borrower(s):
V SALEM DEVELOPMENT CORPORATION

Date 11-05-2002

GRANTOR

V SALEM DEVELOPMENT CORPORATION

1314 ASHLEY SQUARE
WINSTON-SALEM NC 27104-

TRUSTEE
SCBT, INC.
4701 COUNTRY CLUB ROAD
WINSTON-SALEM, NC 27104

BENEFICIARY
SOUTHERN COMMUNITY BANK AND TRUST
4701 COUNTRY CLUB ROAD
P.O. BOX 26114
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. Obligor means any person or entity who is a maker of, or who is obligated under, the Obligation (defined below).

WITNESSETH, that whereas the Grantor has agreed to execute and deliver this Deed of Trust to secure the repayment of the principal sum of

Two Hundred Thirty Six Thousand Five Hundred and 00/100 Dollars ($ 236,500.00)

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 _____, 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 _____ unless modified, extended, renewed or replaced. The maturity date of the Obligation may be modified, extended, renewed or replaced by written agreement between the Obligor and the Beneficiary, provided that any such extension may not exceed fifteen (15) years beyond the original maturity date if this is a Deed of Trust given to secure Future Advances.

Reference No. 2000005440

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, with Power of Sale upon the terms and conditions contained herein, the parcel(s) of land lying in WINSTON-SALEM Township, FORSYTH County, 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.

which has the address of LOT 16 CANDLEWYCK WINSTON-SALEM, North Carolina;

Together with all easements, air and development rights, all permits, royalties, mineral, timber, oil, gas rights and profits, water rights and water stock, privileges, tenements, hereditaments and appurtenances thereunto belonging, and all buildings, fixtures, heating, cooling, air conditioning, ventilating, plumbing, power, lighting, fire prevention, security equipment, elevators, carpeting, floor covering, paneling, drapes, cabinets, shrubbery and plants and improvements now and 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 "Premises" 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, all rents revenues and profits from the Premises, all proceeds of insurance, all condemnation awards or settlements in lieu thereof, including damages for a temporary taking and all products and proceeds of the foregoing.

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:

[X] (Marked if applicable.) This Deed of Trust is given wholly or partially to secure future obligations which may be incurred hereunder. The amount of present advances outstanding secured hereby is $ 35,800.00 and the maximum amount, including present and future advances, which may be secured hereby at any one time is $ 236,500.00. The period within which such future advances may be made is between the date hereof and fifteen (15) years from the date hereof. There is no requirement that there be any written instrument evidencing an advance secured by this Deed of Trust. This paragraph is intended to conform with the provisions of N.C.G.S. §45-67, et seq.

If the Obligor 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 or other instrument securing payment of the Obligation, or (iii) if there shall be a default in the obligations of Grantor or Obligor under the terms of any other loan from Beneficiary, or default under the terms of any instrument secured by a lien to which this Deed of Trust is subordinate, or (iv) if Obligor or Grantor shall file a petition in bankruptcy or reorganization or shall have a petition filed against Obligor or Grantor which is not dismissed within forty five (45) days or if the assets of Obligor or Grantor are assigned for the benefit of creditors or are seized by execution or judicial process, 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. The Trustee may sell personal property given as security in addition to real property as provided by North Carolina law. 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.

Reference No. 2000005440

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. All such insurance policies shall contain a mortgagee clause acceptable to Bank which shall provide written notice to Bank not less than thirty (30) days prior to any termination, extension or modification of any insurance policy. 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, consultants and engineering 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, lead based paints, radon gas, toxic mold 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.

Grantor represents and warrants that the funds used to purchase the Premises were not the proceeds of criminal activity; that the Premises have not been used, in any manner or part, to commit, or to facilitate the commission of a violation of any law; and that the Premises are not otherwise subject to seizure or forfeiture under any state or federal law. Grantor covenants and agrees that neither the Premises nor the proceeds of the Obligation will be used, or is intended to be used, in any manner or part, to commit, or to facilitate the commission of, a violation of any law. Grantor agrees to notify Beneficiary promptly of any pending or threatened legal action, proceeding or investigation that could result in seizure or forfeiture of the Premises.

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 insurance premiums, taxes, assessments, attorneys fees or other charges and to otherwise expend sums to perform such covenants or obligations and to preserve the lien and security of this Deed of Trust, 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. Any insurance obtained by Beneficiary pursuant hereto may, at Beneficiary's option, insure only the Beneficiary and not the Grantor.

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 and Beneficiary may apply such condemnation proceeds or proceeds in settlement of any condemnation or threat of condemnation to the indebtedness due or to the reconstruction of the improvements upon the Premises.

This instrument shall constitute a Security Agreement under the Uniform Commercial Code of the State of North Carolina and Beneficiary in exercising its rights hereunder shall have all rights and remedies provided to a secured party under the laws of the State of North Carolina, including the right to sell any security property separate from the land.

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, limited liability company, limited partnership 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 Obligor to the contrary, this Deed of Trust will not secure any indebtedness from the Grantor or Obligor 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.

Reference No. 2000005440

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 or if partnership or limited partnership, by its general partner(s) or if limited liability company by its manager(s) or member(s), the day and year first above written.

_____ Witness

_____ (SEAL)

_____ Witness

_____ (SEAL)

_____ Witness

_____ (SEAL)

_____ Witness

_____ (SEAL)

V SALEM DEVELOPMENT CORPORATION
Name of Corporation

_____ Attest

By: _____

PRESIDENT
Title

_____ Secretary (Corporate Seal)

_____ (SEAL)
Name of Partnership or Limited Liability Company

_____ Witness

By: _____ (SEAL)

_____ Witness

By: _____ (SEAL)

_____ Witness

By: _____ (SEAL)

_____ Witness

By: _____ (SEAL)

_____ Witness

By: _____ (SEAL)

Reference No. 2000005440

STATE OF NORTH CAROLINA, _____ COUNTY

I, a Notary Public of the County and state aforesaid, certify that _____

Grantor, personally appeared before me this day and acknowledged the due execution of the foregoing Deed of Trust.

Witness my hand and notarial stamp or seal this _____ day of _____, _____.

_____ Notary Public

(Notary Seal) My Commission Expires: _____

STATE OF NORTH CAROLINA, _____ COUNTY

I, _____, Notary Public of said County and State, do hereby certify that _____ personally came before me this day and acknowledged that he/she is _____ Secretary of _____, a corporation, and that, by the authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its _____ President, sealed with its corporate seal, and attested by himself/herself as its _____ Secretary.

WITNESS my hand and official seal, this the _____ day of _____, _____.

_____ Notary Public

(Notary Seal) My Commission Expires: _____

STATE OF NORTH CAROLINA, FORSYTH COUNTY

I, a Notary Public of said County and state, do hereby certify that Vahid Salem, President, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for and on behalf of the Grantor/Debtor, V. Salem Development Corporation.

Witness my hand and notarial stamp or seal this 5th day of November, 2002.

Chiffon P. Hanna Notary Public

(Notary Seal)

CHIFFON P. HANNA
Notary Public
Forsyth County
State of North Carolina
My Commission Expires April 22, 2006

My Commission Expires: 04/22/2006

STATE OF NORTH CAROLINA, Forsyth COUNTY

The foregoing certificate of Chiffon P Hanna a Notary Public of _____ County, North Carolina is certified to be correct. This the 5th day of Nov 2002.

DICKIE C. WOOD, REGISTER OF DEEDS

_____ Register of Deeds / Deputy

EXHIBIT A

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

BEING ALL OF Lot 16 Candlewyck as shown on the plat recorded in Plat Book 38, Page 140 of the Forsyth County Registry.