2006067619 00056
FORSYTH CO, NC FEE $38.00
PRESENTED & RECORDED:
10-26-2006 10:01 AM
DICKIE C WOOD
REGISTER OF DEEDS
By:SHANNON BOSTIC-GRIFFITH DPTY
BK:RE 2704
PG:242-250

DEED OF TRUST

ENVELOPE

~~After Recording Return To:~~
~~STEWART MORTGAGE INFORMATION~~
~~E-LOAN TRAILING DOCUMENTS~~
~~3910 KIRBY DRIVE SUITE 300~~
~~HOUSTON, TX 77098~~
~~800-795-5263~~

After Recording Return To :
Escrow Closing Services, Inc.
6230 Stoneridge Mall Road
Pleasanton, CA 94588
Recordation Department
Phone 1-877-501-9135 X 2919

This instrument was prepared by:
LOUIE ZUNIGA
E-LOAN, INC.
6230 STONERIDGE MALL ROAD
PLEASANTON, CA 94588

Title Order No.: 10-10022483
Escrow No.: 10-10022483
LOAN #: E0542780

MIN 100039650005427807

THIS DEED OF TRUST is made this 20TH day of SEPTEMBER, 2006, among the Grantor, CHRISTOPHER BRIAN PACK AND JULIE S. PACK, HUSBAND AND WIFE

(herein "Borrower") and

TODD CLINE,

(herein "Trustee").

The Beneficiary is Mortgage Electronic Registration Systems, Inc. ("MERS") (solely as nominee for Lender, as hereinafter defined, and Lender's successors and assigns). MERS is organized and existing under the laws of Delaware, and has an address and telephone number of PO Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS. E-LOAN, INC., A DELAWARE CORPORATION,

organized and existing under the laws of THE STATE OF DELAWARE, whose address is 6230 STONERIDGE MALL ROAD, PLEASANTON, CA 94588

(herein "Lender").

LOAN #: E0542780

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee and Trustee's successors and assigns, in trust, with power of sale, the following described property located in the COUNTY [Type of Recording Jurisdiction] of Forsyth [Name of Recording Jurisdiction]:

See Exhibit "A"/legal description attached hereto and made a part hereof.

APN #: 5168 006C

which has the address of 4114 GRUBBS RD, Walkertown, [Street] [City]

North Carolina 27051 [ZIP Code] (herein "Property Address");

TO HAVE AND TO HOLD unto Trustee and Trustee's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), all of which shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are hereinafter referred to as the "Property". Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument; but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing or canceling this Security Instrument.

TO SECURE to Lender the repayment of the indebtedness evidenced by Borrower's note dated SEPTEMBER 20, 2006 and extensions and renewals thereof (herein "Note"), in the principal sum of U.S. $30,000.00, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on OCTOBER 1, 2021, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained.

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender

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shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.

4. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property. If this Deed of Trust is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing. If this Deed of Trust is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Deed of Trust, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust.

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender 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.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Deed of Trust, but does not execute the Note, (a) is co-signing this Deed of Trust only to grant and convey that Borrower's interest in the Property to Trustee under the terms of this Deed of Trust, (b) is not personally liable on the Note or under this Deed of Trust, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Deed of Trust or the Note, without that Borrower's consent and without releasing that Borrower or modifying this Deed of Trust as to that Borrower's interest in the Property.

12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

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13. Governing Law; Severability. The state and local laws applicable to this Deed of Trust shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of federal law to this Deed of Trust. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Deed of Trust and the Note are declared to be severable. As used herein, "costs," "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Deed of Trust at the time of execution or after recordation hereof.

15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Deed of Trust. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Deed of Trust.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Deed of Trust. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Deed of Trust without further notice or demand on Borrower.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the nonexistence of a default or any other defense of Borrower to acceleration and sale. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 17.

If Lender invokes the power of sale, and if it is determined in a hearing held in accordance with applicable law that Trustee can proceed to sale, Trustee shall take such action regarding notice of sale and shall give such notices to Borrower and to other persons as applicable law may require. After the lapse of such time as may be required by applicable law and after the publication of the notice of sale, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in such order as Trustee may determine. Lender or Lender's designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser 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. Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, Trustee's fees of FOUR percent (4%) of the gross sale price and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust, due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to the earlier to occur of (i) the fifth day before sale of the Property pursuant to the power of sale contained in this Deed of Trust or (ii) entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust, and in enforcing Lender's and Trustee's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

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LOAN #: E0542780

20. Release. Upon payment of all sums secured by this Deed of Trust, Lender or Trustee shall cancel this Deed of Trust without charge to Borrower. If Trustee is requested to release this Deed of Trust, all notes evidencing indebtedness secured by this Deed of Trust shall be surrendered to Trustee. Borrower shall pay all costs of recordation, if any.

21. Substitute Trustee. Lender may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder by an instrument recorded in the county in which this Deed of Trust is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

22. Riders. All Riders to this document are executed by Borrower. The following Riders are to be executed by the Borrower [check box as applicable]:

☐ Adjustable Rate Rider	☐ Condominium Rider	☐ Second Home Rider
☐ Balloon Rider	☐ Planned Unit Development Rider	☐ Other(s) [specify]
☐ 1-4 Family Rider	☐ Biweekly Payment Rider	

REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Deed of Trust to give Notice to Lender, at Lender's address set forth on page one of this Deed of Trust, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed and sealed this Deed of Trust.

Julie S. Pack (Seal)
Julie S. Pack

Christopher B. Pack (Seal)
Christopher Brian Pack

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LOAN #: E0542780

STATE OF NORTH CAROLINA Davidson County ss:

I, Debbie Overby, a Notary Public of the County of Davidson, State of North Carolina, do hereby certify that Julie S. Pack AND Christopher Brian Pack, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 20 day of September. 2006

(Official Seal)

DEBBIE OVERBY NOTARY PUBLIC DAVIDSON COUNTY, N.C.

Debbie Overby
Notary Public

My commission expires: 2-16-08

STATE OF NORTH CAROLINA _____ County ss:

The foregoing certificate of _____, a Notary Public of the County of _____, State of _____, is certified to be correct.

This _____ day of _____.

Registrar of Deeds

By _____
Deputy Assistant

All PURPOSE ACKNOWLEDGEMENT

STATE/COMMONWEALTH OF NC

COUNTY OF Davidson

On this the 20 (Day) day of September (Month), 2006 (Year), before me, Debbie Overby (Name of Notary Public), the undersigned Notary Public, personally appeared Julie S. Pack & Christopher Brian Pack. (Name(s) of Signer(s))

Notary Public of the County of Davidson.

☐ personally known to me – OR –

☑ proved to me on the basic of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same for the purpose therein stated

DEBBIE OVERBY NOTARY PUBLIC DAVIDSON COUNTY, N.C.

WITNESS my hand and official seal.

Debbie Overby
Signature of Notary Public

227 Massy Oak Dr. Winston-Salem NC 27127
Other required information (Printed Name of Notary, Residence)

2-16-08

▲Place Notary Seal and/or Stamp Above▲ Debbie Overby, Notary Public

OPTIONAL

Although the information in this section is not by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached documents _____

Type or Type of document: _____

Document Date: _____ Number of Pages _____

Signer(s) Other than Named Above: _____

EXHIBIT A

SITUATED IN THE COUNTY OF FORSYTH AND STATE OF NORTH CAROLINA:

BEGINNING AT A NEW IRON STAKE IN THE NORTHERN LINE OF PROPERTY OF TRAVIS RAY ASHBY DESCRIBED IN DEED BOOK 1871, PAGE 1563, FORSYTH COUNTY REGISTRY, SAID IRON BEING LOCATED NORTH 82 DEGREES 58 MINUTES 02 SECONDS WEST 250.04 FEET FROM ASHBY'S NORTHEAST CORNER IN THE LINE OF DORA H. OAKLEY (SEE DEED BOOK 529, PAGE 403 AND DEED BOOK 461, PAGE 196, FORSYTH COUNTY REGISTRY); AND RUNNING THENCE FROM SAID POINT OF BEGINNING NORTH 88 DEGREES 58 MINUTES 02 SECONDS WEST 60.67 FEET TO AN IRON STAKE, ASHBY'S NORTHWEST CORNER; THENCE NORTH 83 DEGREES 12 MINUTES 45 SECONDS WEST 404.97 FEET TO A NEW IRON STAKE IN THE DUKE POWER COMPANY EASEMENT DESCRIBED IN DEED BOOK 1110, PAGE 838, FORSYTH COUNTY REGISTRY; THENCE WITH SAID EASEMENT NORTH 22 DEGREES 55 MINUTES 19 SECONDS EAST 190.32 FEET TO AN IRON STAKE AT A POWER POLE; THENCE CONTINUING WITH SAID EASEMENT NORTH 23 DEGREES 22 MINUTES 33 SECONDS EAST 356.09 FEET TO A NEW IRON STAKE; THENCE SOUTH 64 DEGREES 47 MINUTES 59 SECONDS EAST 154.95 FEET TO AN IRON STAKE; THENCE SOUTH 11 DEGREES 23 MINUTES 23 SECONDS EAST 514.07 FEET TO THE POINT AND PLACE OF BEGINNING, CONTAINING 3.585 ACRES, MORE OR LESS, IN ACCORDANCE WITH A PLAT OF SURVEY BY KENNETH L. FOSTER, RLS, BEARING JOB NUMBER 10748-95D, AS REVISED FEBRUARY 7, 1996.

THERE IS CONVEYED HEREWITH A PERPETUAL, NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS, REGRESS AND UTILITIES, WHICH EASEMENT IS APPURTENANT TO THE ABOVE-DESCRIBED PARCEL OF LAND AND IS TWENTY FIVE FEET IN WIDTH AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTERLINE OF NCSR 1979 (GRUBBS ROAD), NORTHWEST CORNER OF JOE ALLEN OAKLEY IN THE ROAD (SEE

(cont.)

EXHIBIT A
(continued)

DEED BOOK 722, PAGE 48 AND DEED BOOK 1001, PAGE 812; SEE ALSO BLOCK 5167, LOTS 31C AND 31E, FORSYTH COUNTY TAX MAPS); AND RUNNING THENCE FROM SAID POINT OF BEGINNING WITH OAKLEY'S WESTERN LINE SOUTH 26 DEGREES 07 MINUTES 56 SECONDS WEST 307.55 FEET TO AN IRON STAKE; THENCE SOUTH 60 DEGREES 42 MINUTES 24 SECONDS WEST 71.52 FEET TO A POINT; THENCE NORTH 68 DEGREES 44 MINUTES 17 SECONDS WEST 353.67 FEET TO A POINT; THENCE SOUTH 21 DEGREES 15 MINUTES 43 SECONDS WEST 17.50 FEET TO AN IRON STAKE, NORTHEAST CORNER OF THE ABOVE TRACT; THENCE NORTH 69 DEGREES 47 MINUTES 59 SECONDS WEST 50.00 FEET TO A POINT; THENCE NORTH 21 DEGREES 15 MINUTES 43 SECONDS EAST 43.43 FEET TO A POINT; THENCE SOUTH 68 DEGREES 44 MINUTES 17 SECONDS EAST 391.86 FEET TO A POINT ; THENCE NORTH 60 DEGREES 42 MINUTES 24 SECONDS EAST 51.93 FEET TO A POINT; THENCE NORTH 26 DEGREES 07 MINUTES 56 SECONDS EAST 338.30 FEET TO A POINT; THENCE SOUTH 06 DEGREES 50 MINUTES 35 SECONDS EAST 45.93 FEET TO THE POINT AND PLACE OF BEGINNING, BEING AN EASEMENT TWENTY FIVE FEET IN WIDTH, APPROXIMATELY OVER AND ALONG AN EXISTING GRAVEL DRIVE.

Permanent Parcel Number: 5168 006C
CHRISTOPHER BRIAN PACK AND WIFE, JULIE S. PACK

4114 GRUBBS ROAD, WALKERTOWN NC 27051-9302
Loan Reference Number : 10-10022483/E0542780
First American Order No: 10415251
Identifier: FIRST AMERICAN LENDERS ADVANTAGE