ancelled 20.00 09:04AM CO,NC SATISFACTION: The debt secured by this idenced by the note or other PRESENTED & RECORDED: 01/06/2000 A day of doorment(s) secured hereby, has been DICKIE C. WOOD REGISTER OF DEEDS BY: WILLIA - P3637 - P3641 CENTRAL CAROLINA BANK & TRUST CO PAID AND SATISFI DATE 11/16/00 THIS INSTRUMENT WAS PREPARED BY: CENTRAL CAROLINA BANK & TRUST CO AFTER RECORDING MAIL TO: Sereshki Salemolleen S. Utley Salem Development LLC, Vahid Salem (RECORDING ATOLE, LOSSIFIED PAGE) BRIEF DESCRIPTION FOR INDEX: 9071661385-000 Lot #52 Turtle Creek, Winston-Salem, NC 27127, Forsyth County STATE OF NORTH CAROLINA COUNTY OF FORSYTH CENTRAL CAROLINA BANK AND TRUST COMPANY DEED OF TRUST (MULTI-PURPOSE) _day of <u>January</u> , 2000 . by and between THIS DEED OF TRUST, made and entered into this __5th Salem Development LLC ["Grantors," whether one or more in number, corporation(s), limited liability company(ies), partnership(s), limited liability partnership(s), limited partnership(s), or individual(s)], SOUTHLAND ASSOCIATES, INC., TRUSTEE ("Trustee"), and CENTRAL CAROLINA BANK AND TRUST COMPANY ("CCB"), a North Carolina banking association with its principal office in Durham, North Carolina. WITNESSETH: that whereas, the Grantors have requested CCB to extend them or any of them or either of them a loan and/or other financial loan agreements, the Construction Loan Agreement (if applicable), commitments and any other such evidences of indebtedness of Grantors and payable to CCB (together with any modifications, extensions or renewals thereof, referred to herein as "Loan Documents"), which said Loan Documents are incorporated herein by reference to the same extent as if made a part of this Deed of Trust; and IF THIS BOX IS CHECKED, THIS DEED OF TRUST SECURES OBLIGATIONS INCURRED IN PARTIFOR THE CONSTRUCTION OF IMPROVEMENTS UPON LAND and these additional terms shall apply: The Grantors or any of them or either of them have executed and delivered that certain Constant and Agreement between Grantors and CCB, dated the 5th day of January (together with any modifications, packing of renewals thereof, referred to herein as the "Construction Loan Agreement"); and

The funds advanced under the loan and/or other financial accommodated by the construction of improvements upon a portion of the real property described herein in accordance with the terms of the Construction and the other Loan Documents; and Agreement"); and WHEREAS, the Grantors or any of them or either of them may hereafter execute and deliver to CCB various notes (or negotiate and discount various notes payable to them) or any other such evidences of indebtedness whatsoever, at various times and in amounts within the Maximum Limit; and WHEREAS, this Deed of Trust secures present and future advances and is governed by the provisions of North Carolina General Statutes Article 7. Chapter 45 (N.C.G.S. 845-67 et. seq.); and WHEREAS, it i ; present obligations and future obligations of any one or more of the al of this istra at with the notes or boads secured thereby The origin having this day been exhibited to the undersigned marked paid and Grantors, and that ithout the signature of any other: and date of this Deed of stisfied as required by law, the same is hereby cancelled of record by

WHEREAS, it !

WHEREAS, the evidences of indebte this Deed of Trust); by CCB for the purpe

said Grantors to CCI the Loan Documents of interest and amounts shall at no time exceed secured hereby be overc

WHEREAS, it h

rity contained in Section 45-37 of the General Statutes

NOV 17 Dickie C. Wood. Register of Doods

Pg

2463

is Deed of Trust, within the fifteen (15) year period beginning on the

required to evidence or secure any advance made hereunder; and the obligations evidenced by the Loan Documents or any other such orporated herein by reference to the same extent as if made a part or itations, taxes, assessments, insurance premiums, monies advanced need of Trust (hereinafter collectively referred to as "Obligations"); and

her security which may be held by CCB, all of the Obligations of any of r endorser, within the time limits set forth in this Deed of Trust and in ed, provided that the total of the Obligations hereby secured, exclusive

but not limited to taxes, assessments, prior liens and encumbrances, and provided further that should any one item of the Obligations ons due and payable. If the total of the Obligations of the Grantors

shall be greater than the Maximum Limit of this Deed of Trust as set forth hereinabove, the amount of the Obligations up to and including said Maximum Limit

shall be secured by this Deed of Trust; and THE OBLIGATIONS SECURED BY THIS DEED OF TRUST are for present and any future Obligations of the maker(s) to the payee(s) thereof, and this Deed of Trust is executed to secure all such Obligations.

The total amount of the present obligation secured is

s .00

The maximum principal amount, including present and future obligations, which shall be secured hereby at any one time is the **MAXIMUM LIMIT** (set forth hereinabove).

The period within which such future obligations may be incurred shall not be more than fifteen (15) years from the date of this Deed of Trust.

The balance of the Obligations secured by this Deed of Trust shall always be due and payable in full according to the terms thereof.

NOW, THEREFORE, IN CONSIDERATION OF the premises and of the sum of One Dollar and other good and valuable consideration to the Grantors in hand paid by the said Trustee, the receipt of which is hereby fully acknowledged, and in order to carry out the intention expressed in the premises, the said

Form 4836-7 (Rev. 5/1998)