

BOOK 1863 PAGE 2298

RECORDATION REQUESTED BY:

Salem Trust Bank
2140 Country Club Road
P. O. Box 5376
Winston-Salem, NC 27113

Retur cancelled
document to:

Salem Trust Bank DK.

PRESENTED FOR
REGISTRATION
AND RECORDED

WHEN RECORDED MAIL TO:

Salem Trust Bank
2140 Country Club Road
P. O. Box 5376
Winston-Salem, NC 27113

'95 JUL 10 P3:04

PAID AND SATISFIED
DATE 1-23-03
**CENTRAL CAROLINA BANK
& TRUST CO.**

John Holleman
Register of Deeds
Forsyth Co. N.C.

CENTRAL CAROLINA BANK & TRUST CO.
IS SUCCESSOR BY MERGER TO
Salem Trust Bank

This Deed of Trust prepared by: X

BY Ronald K. Suggs

DEED OF TRUST

COLLATERAL IS OR INCLUDES FIXTURES

THIS DEED OF TRUST IS DATED JUNE 9, 1995, among F & S ASSOCIATES, WINSTON-SALEM, INC. whose address is 461 HERITAGE DRIVE, LEWISVILLE, NC 27023 (referred to below as "Grantor"); Salem Trust Bank, whose address is 2140 Country Club Road, P. O. Box 5376, Winston-Salem, NC 27113 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and Gordon H. T. Sheeran, whose address is 2140 Country Club Road, Winston-Salem, NC 27104 (referred to below as "Trustee").

CONVEYANCE AND GRANT. NOW, THEREFORE, as security for the indebtedness, advancements and other sums expended by the Beneficiary pursuant to this Deed of Trust and costs of collection (including attorneys' fees as provided in the Note) and other valuable consideration, the receipt of which is hereby acknowledged, Grantor has bargained, sold, given, granted and conveyed and does by these presents bargain, sell, give, grant and convey to Trustee, and Trustee's heirs or successors and assigns, for the benefit of Lender as Beneficiary, all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, located in FORSYTH County, State of North Carolina (the "Real Property"):

See Attached Exhibit A

To have and to hold said Real Property with all privileges and appurtenances thereto belonging, to the Trustee, his heirs, successors and assigns forever, upon the trusts, terms and conditions and for the uses hereinafter set forth.

The Real Property or its address is commonly known as 4009 Old Vineyard Road, Winston-Salem, NC 27104.

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants Lender a Uniform Commercial Code security interest in the Rents and the Personal Property defined below.

DEFINITIONS. The following words shall have the following meanings when used in this Deed of Trust. Terms not otherwise defined in this Deed of Trust shall have the meanings ascribed to them in the Uniform Commercial Code. Amounts to dollar amounts shall mean amounts in lawful money of the United States.

Beneficiary.
Deed of Trust.

Deed of Trust
assignment as

Grantor. The
OF WINSTON

Guarantor.
connection with

Improvement
structures, and

Indebtedness
Lender to discharge
together with interest

2005049698 00001

The original of this instrument with the notes or bonds secured thereby having this day been exhibited to the undersigned marked paid and satisfied as required by law, the same is hereby cancelled of record by virtue of authority contained in Section 45-27 of the General Statutes of N.C.

This 08-01-2005

DICKIE C. WOOD, Register of Deeds

By:

Pamela Watson
PAMELA WATSON, DPTY

S BK 139 P 1570

BK RE1863 P2298

Salem Trust Bank also is referred to as "Lender" in this

Deed of Trust, and includes without limitation all

interest, including without limitation F & S ASSOCIATES

Guarantors, sureties, and accommodation parties in

existing and future improvements, fixtures, buildings, and other construction on the Real Property.

Note and any amounts expended or advanced by Lender to discharge obligations of Grantor under this Deed of Trust,

Lender. The word "Lender" means Salem Trust Bank, its successors and assigns.

Note. The word "Note" means the Note dated June 9, 1995, in the principal amount of \$239,419.10 from Grantor to Lender, together with all renewals, extensions, modifications, refinancings, and substitutions for the Note. NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.