

**CENTRAL CAROLINA BANK AND TRUST COMPANY**  
**LINE OF CREDIT DEED OF TRUST**  
**(With Construction Loan Provisions)**

1800  
200

1771 0881

This Deed of Trust secures obligations incurred in part for the construction of improvements upon land, including present and future advances, and is governed by the provisions of North Carolina General Statutes Article 7, Chapter 45.

THIS DEED OF TRUST, made and entered into this 4th day of April, 1994, by and between  
**B & D CORPORATION**

["Grantors," whether one or more in number, a corporation, partnership 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 to them or any or either of them a line of credit loan, and CCB has agreed to extend to the Grantors a line of credit in a sum not to exceed \$250,000.00; such funds to be used in part for the construction of improvements upon a portion of the real property described herein, and as to the funds advanced for such construction, in accordance with the terms of that certain Construction Loan Agreement between Grantors and CCB dated the 4th day of May, 1994, (together with any modifications, extensions or renewals thereof, amendments thereto, or substitutions therefore all referred to herein as the "Construction Loan Agreement") which said Construction Loan Agreement is incorporated herein by reference to the same extent as if made a part of this Deed of Trust; and

WHEREAS, the Grantors or any or either of them may hereafter execute and deliver to CCB various notes (or negotiate and discount various notes payable to them), guaranty agreements, or any other such evidences of indebtedness whatsoever, at various times and in various amounts within the limits of said line of credit; and

WHEREAS, it is the intent of the parties hereto that this instrument shall secure present obligations and future obligations of any one or more of the Grantors and that CCB is authorized to make future advances to be secured by this Deed of Trust, within the fifteen (15) year period beginning on the date of this Deed of Trust, upon the signature of any one or more of the said Grantors without the signature of any other; and

WHEREAS, the obligations secured by this Deed of Trust include the Construction Loan Agreement, note(s), guaranty agreement(s) or other such evidences of indebtedness of Grantors and payable to CCB, (the terms of which are incorporated by reference herein); and Grantors' liability for: environmental warranties and representations, taxes, assessments, insurance premiums, monies advanced by CCB for the purpose of protecting its security, and other obligations set forth in this Deed of Trust (hereinafter collectively referred to as "Obligations"); and

WHEREAS, it has been agreed that no execution of a written instrument shall be required to evidence or secure any advance made hereunder; and

WHEREAS, it has been agreed that in addition to and not in substitution of any other security which may be held by CCB, all of the Obligations of said Grantors to CCB which may hereafter exist, either as principal, surety, guarantor, or endorser, within the limits of said line of credit, shall be secured by the conveyance of the property hereinafter described, provided that the total of the Obligations hereby secured, exclusive of interest and amounts advanced to protect the property hereinafter described, including but not limited to taxes, assessments, and prior liens and encumbrances, shall at no one time exceed the maximum limit of this Deed of Trust as set out hereinabove and provided further that should any one item of the Obligations secured hereby be overdue and/or unpaid, CCB may at its option declare all such Obligations 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 out hereinabove, the amount of such Obligations up to and including said maximum limit shall be secured by this Deed of Trust.

THE OBLIGATIONS SECURED BY THIS DEED OF TRUST are for the 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 ..... \$ -0-  
The maximum amount, including present and future obligations, which shall be secured hereby at any one time is ..... \$ 250,000.00

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 all 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 Grantors have given, granted, bargained and sold and by these presents do give, grant, bargain, sell, alien, assign and convey unto said Trustee as trustee, and its successors and assigns, with power of sale, the following described property:

All of those certain lots, tracts or parcels of land lying and being in New Hanover County, North Carolina, and more particularly described in EXHIBIT "A" attached hereto, (hereinafter the "Property");

together with all improvements, heating, plumbing, electrical and air conditioning fixtures, equipment and appurtenances thereto, including floor carpeting, and all renewals or replacements, now or hereafter attached to, located upon, or used in connection with said Property.

TO HAVE AND TO HOLD said Property with all privileges and appurtenances thereon and thereto belonging unto the said Trustee and its successors and assigns forever in fee simple. And the Grantors covenant for themselves and their heirs and assigns that they are seized of said Property in fee and have good right to convey the same in fee simple; that the same is free and clear of all encumbrances of any kind, and that they will forever warrant and defend the title thereto against the claims of all persons whomsoever.

THE CONDITION OF THIS DEED, HOWEVER, IS SUCH that if the Grantors, their heirs, personal representatives, successors or assigns, shall pay or cause to be paid and shall otherwise perform and fully discharge all of the Obligations secured hereby to CCB, shall perform all other obligations herein assumed as to the payment of taxes, assessments, insurance premiums, and monies advanced by CCB for the purpose of protecting its security, shall perform and fully discharge all covenants and stipulations as herein required, then this conveyance shall be null and void.

IT IS UNDERSTOOD AND AGREED as follows:

1. **Taxes; Assessments; Insurance; Other Encumbrances; Escrow Deposits.** The Grantors shall pay all taxes, or other assessments, which may be levied upon or against said Property, within the time prescribed by law, shall upon demand of CCB pay to it monthly in advance one-twelfth (1/12) of the estimated taxes, assessments and insurance premiums for the current year; shall keep the buildings on said property insured against loss or damages by fire, hazards included within the term "extended coverage," flood and any other hazards for which CCB requires coverage in such amounts and with such insurance company or companies as CCB may require, which policy, or policies, shall be payable to CCB, as its interest may appear, and be deposited with CCB to be applied, in case of loss, as far as the same may extend or may be necessary to the satisfaction of this trust. If the said Grantors shall fail to pay said taxes, or other assessments, or insurance premiums, as and when said taxes and assessments and premiums shall fall due, or to effect said insurance, or to keep said Property free and clear of encumbrances, CCB shall be at liberty to pay said taxes, or other assessments, or to effect and pay the premiums for said insurance, or to pay off and remove such encumbrances, as the case may be, and the amount so advanced shall be deemed principal money, and shall be added to the Obligations secured by this Deed of Trust and shall be due and payable on the first day of the next succeeding month.

Return to **ALLEN and MacDONALD**  
217 N. 5th St., Wilmington, NC

4352-7

328596

2. **Waste.** Grantors shall keep the Property in good order and repair (reasonable wear and tear excepted) and shall not commit or permit waste or destroy, damage, or substantially change the Property or allow the Property to deteriorate, or commit or permit any other occurrence of use which might impair the value of the Property. Grantors shall not initiate or acquiesce in a change in the zoning classification of the Property or make or permit any structural alteration thereof without CCB's prior written consent.

3. **Events of Default.** Grantors shall be in default under this Deed of Trust upon the occurrence of any one or more of the following events: (a) if the said Grantors or their heirs, personal representatives, successors or assigns shall fail or neglect to pay the monthly installments of interest and principal when due and at the time and in the manner set out in the "Construction Loan Agreement," or any guaranty agreement(s), note(s) or other evidence(s) of indebtedness secured by this Deed of Trust, or any and all other sums which may become due and payable hereunder; or (b) in the event of actual or threatened demolition or injury or waste to the property which may impair the value of the Property herein conveyed; or (c) if the Grantors shall convey the Property or any part thereof or if title or any interest therein shall be sold, transferred or otherwise become vested in any other person or party in any manner whatsoever unless CCB shall, in writing, have expressly consented thereto; or (d) upon the occurrence of any event of default under the Construction Loan Agreement; or (e) upon the occurrence of any event of default under any guaranty agreement, note or other evidence of indebtedness secured by this Deed of Trust; or (f) upon the occurrence of any event of default under any guaranty agreement, note or other evidence of indebtedness not secured by this Deed of Trust and of which CCB is the holder or assignee; or (g) if any indebtedness of the Grantor (other than the Construction Loan Agreement, guaranty agreement(s), notes or other evidences of indebtedness secured by this Deed of Trust) for the payment of borrowed money becomes or is declared to be due and payable prior to the expressed maturity thereof and the time of payment is not extended by the respective lender(s); or (h) upon the occurrence of any event of default under any other mortgage, deed of trust, or other instrument encumbering all or any portion of the Property, whether prior or subordinate to this Deed of Trust and regardless of whether or not the creation of such mortgage, deed of trust or other encumbrance has been previously consented to by CCB; or (i) if any judgment against the Grantor, any attachment, any execution, or any other levy is filed or placed against the Property or any part thereof and remains unpaid, unstayed on appeal, undischarged, unbonded or undismissed for a period of thirty (30) days; or (j) if any representation, warranty, opinion or statement made by the Grantor(s) or any signer of the Construction Loan Agreement, guaranty agreement(s), note(s) or other evidence of indebtedness, in any of said documents or any other writing delivered in connection with the execution of the executed Deed of Trust, shall prove to have been untrue in any material respect at the time made; or (k) if CCB reasonably deems itself insecure for any reason; or (l) if a receiver should be appointed for, or a petition in bankruptcy filed by or against Grantors, or any or either of them.

If the Grantor is a corporation, a limited partnership, a general partnership or any other entity ultimately owned by one or more individuals, then the Grantor shall be in default under this Deed of Trust (in addition to the events of default stated hereinabove), if there is any change or changes in the ownership of the Grantor (whether through stock transfers or otherwise) that would vest the effective voting control of the Grantor in individuals who do not now have effective voting control and who, by exercise of such voting control, would be in a position to cause changes in the management of the Grantor. If the Grantor is a corporation, a limited partnership, a general partnership or any other entity ultimately owned by one or more individuals then the Grantor covenants and agrees, to the extent that it can so covenant and agree, that without first having received prior written approval of CCB, there shall be no change in the management of the Grantor.

4. **Remedies of CCB Upon Default; Sale by Trustee.** Upon the occurrence of any one or more of said Events of Default, the whole of the Obligations hereby secured shall immediately become due and payable at the option of CCB; and

Upon application of CCB, its successors and assigns, it shall be lawful for and the duty of the Trustee or its successors, and said Trustee is hereby authorized and empowered, to sell the Property hereinbefore described in one or more parcels at public auction. 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 Grantors 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 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. CCB or CCB'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, express 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 proceeds of the sale in the following order: (a) to all costs and expenses of the sale, including, but not limited to, Trustee's fees of 5% of the gross sales price; (b) to all sums secured by this Deed of Trust; (c) the excess, if any, to the person or persons legally entitled thereto. The Trustee may require the successful bidder at any sale to deposit immediately with the Trustee, cash or certified check in an amount not to exceed ten percent (10%) of his bid, provided notice of such requirement is contained in the advertisement of the sale. The bid may be rejected if the deposit is not immediately made and thereupon the next highest bidder may be declared to be the purchaser. Such deposit shall be refunded in case a resale is had; otherwise, it shall be applied to the purchase price.

5. **Condemnation.** Upon condemnation of the Property or improvements or any part thereof, the entire unpaid balance of the indebtedness secured hereby shall, at CCB's option, at once become due and payable and any amounts paid for such taking are hereby assigned and shall be paid to CCB and be applied upon the Obligations hereby secured.

6. **Right of Entry.** CCB or its agent shall have the right at any reasonable time and from time to time to make or cause to be made reasonable entries upon and inspections of the Property.

7. **Assignment of Rents and Profits.** The Grantors do hereby assign, transfer, and set over to CCB any and all rents, profits and other income of every kind and nature from the Property (hereinafter "Rents") during the life of this Deed of Trust as further security for the Obligations secured hereby, and upon default, CCB shall be entitled to enter into possession of the Property for the purpose of collecting the Rents arising therefrom, and is hereby authorized to employ an agent to collect said Rents, to pay said agent a reasonable commission out of Rents so collected, and is directed to apply the balance upon the Obligations secured hereby; provided, CCB may make such repairs as in its opinion are needed to the Property, and shall first deduct the costs thereof from Rents received. This assignment of Rents shall in no way affect or prejudice the rights of CCB to have this Deed of Trust foreclosed upon the occurrence of an event of default.

8. **Security Interest.** All the furnishings, fixtures and equipment which comprise a part of the Property shall, as far as permitted by law, be deemed to be affixed to the Property and conveyed therewith. As to the balance of the fixtures, this Deed of Trust shall be considered to be a security agreement which creates a security interest in such furnishings, fixtures and equipment for the benefit of CCB. In that regard, Grantors grant to CCB all of the rights and remedies of a secured party under the North Carolina Uniform Commercial Code. Grantors agree to execute and deliver to CCB, concurrently with the execution of this Deed of Trust and upon the request of CCB from time to time hereafter, all financing statements and other documents reasonably required to perfect and maintain the security interest created hereby. Grantors hereby irrevocably (as long as the Obligations remain unpaid) make, constitute and appoint CCB as the true and lawful attorney of Grantors to sign the name of Grantors on any financing statement, continuation of financing statement or similar document required to perfect or continue such security interests. However, to the extent allowed by law, this Deed of Trust shall be a financing statement sufficient to perfect and maintain any security interest created hereby in the Property and its proceeds.

9. **Release and Cancellation.** This conveyance and the Property hereby conveyed shall continue as security for all Obligations, presently outstanding and hereafter contracted by the Grantors to CCB, under and within the limits of this Deed of Trust so long as there may be any Obligations outstanding and unpaid; and upon the payment of all such Obligations whatever, together with interest thereon, insurance, taxes, and any other charges or fees arising hereunder, and upon the termination of further advances, CCB shall thereupon endorse upon this Deed of Trust the endorsement that the same has been paid and satisfied in full, and thereupon the Register of Deeds of the county where the above-described Property is located shall be and hereby is authorized and empowered to cancel this Deed of Trust upon the records of said county upon the presentation of the original bearing the endorsement as aforesaid; and it shall be unnecessary for the Construction Loan Agreement, any of the guaranty agreement(s), note(s) or other evidence(s) of indebtedness executed and delivered under and secured by this Deed of Trust to be presented for the purpose of cancellation of this instrument on the records of said county.

10. **Anti-Marshalling.** The right is hereby given by Grantors to Trustee and CCB to make partial release or releases of security hereunder (whether or not such releases are required by agreement among the parties) agreeable to Trustee and CCB without notice to, or the consent, approval or agreement of other parties and interests, including junior lienors and purchasers subject to this lien, which partial release or releases shall not impair in any manner the validity of or priority of this Deed of Trust on the Property remaining hereunder, nor release Grantors from personal liability for the indebtedness hereby secured. Notwithstanding the existence of any other security interests in the Property held by CCB or by any other party, CCB shall have the right to determine the order in which any or all of the Property shall be subjected to the remedies provided herein. CCB shall have the right to determine the order in which any or all portions of the indebtedness secured hereby are satisfied from the proceeds realized upon the exercise of the remedies provided herein. Grantors and any other parties who have actual or constructive notice hereof hereby waive any and all right to require the marshalling of assets in connection with the exercise of any of the remedies permitted by applicable law or provided herein.

(continued on back)

11. **Compliance with Laws.** Grantors shall regularly and promptly comply with any applicable legal requirements of the United States, the State of North Carolina or other governmental entity, agency or instrumentality relating to the use or condition of the Property.

12. **Indemnification.** In case CCB or the Trustee voluntarily or otherwise shall become a party to any suit or legal proceeding to protect the Property herein conveyed of to protect the lien of this Deed of Trust, the Trustee and CCB shall be saved harmless and shall be reimbursed by the Grantors for any amounts paid, including all reasonable costs, charges and attorneys' fees incurred in any suit or proceeding, and the same shall be secured by this Deed of Trust and its payment enforced as if it were a part of the original Obligations. All interest, costs, expenses and advances required to be made to protect the Property or to discharge a paramount lien on the Property hereinbefore described shall be secured hereby without limitation in respect to the amount thereof and the amount so advanced shall become a debt due hereunder and shall bear interest at the maximum legal rate, and the monies so advanced shall be secured by this Deed of Trust, and this Deed of Trust secures all other covenants and agreements contained in this instrument or the Construction Loan Agreement, in any guaranty agreement(s), note(s), or other evidence(s) of indebtedness any of the Obligations as hereinabove referenced and defined.

13. **Environmental Conditions of Property; Indemnification.** Grantors warrant and represent to CCB after appropriate inquiry and investigation that: (a) while CCB has any interest in or lien on the Property, the Property described herein is and at all times hereafter, will continue to be in full compliance with all federal, state and local environmental laws and regulations, including but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Public Law No. 96-510, 94 Stat. 2767, 42 USC 9601 et seq, and the Superfund Amendments and Reauthorization Act of 1986 ("SARA"), Public Law No. 99-499, 100 Stat. 1613, and (b) (i) as of the date hereof there are no hazardous materials, substances, wastes or other environmentally regulated substances (including without limitation, any materials containing asbestos) located on, in or under the Property or used in connection therewith, or (ii) Grantors have fully disclosed to CCB in writing the existence, extent and nature of any such hazardous materials, substances, wastes or other environmentally regulated substances, which Grantors are legally authorized and empowered to maintain on, in or under the Property or use in connection therewith, and Grantors have obtained and will maintain all licenses, permits and approvals required with respect thereto, and is in full compliance with all of the terms, conditions and requirements of such licenses, permits and approvals. Grantors further warrant and represent that they will promptly notify CCB of any change in the nature or extent of any hazardous materials, substances or wastes maintained on, in or under the Property or used in connection therewith, and will transmit to CCB copies of any citations, orders, notices or other material governmental or other communication received with respect to any other hazardous materials, substances, wastes or other environmentally regulated substances affecting the Property.

Grantors shall indemnify and hold CCB harmless from and against any and all damages, penalties, fines, claims, liens, suits, liabilities, costs (including clean-up costs), judgments and expenses (including attorneys', consultants' or experts' fees and expenses) of every kind and nature suffered by or asserted against CCB as a direct or indirect result of any warranty or representation made by Grantors in the preceding paragraph being false or untrue in any material respect or any requirement under any law, regulation or ordinance, local, state or federal, which requires the elimination or removal of any hazardous materials, substances, wastes or other environmentally regulated substances.

Grantors' obligations hereunder to CCB shall not be limited to any extent by the term of any note secured hereby, and as to any act or occurrence prior to payment in full and satisfaction of said Construction Loan Agreement, guaranty agreement(s), note(s), other evidence(s) of indebtedness or any other of the Obligations which gives rise to liability hereunder, shall continue, survive and remain in full force and effect notwithstanding payment in full and satisfaction of said Construction Loan Agreement, guaranty agreement(s), note(s), other evidence(s) of indebtedness or any other of the Obligations and this Deed of Trust or foreclosure under this Deed of Trust, or delivery of a deed in lieu of foreclosure.

14. **Substitute Trustee.** CCB may at any time, and from time to time without notice, remove the 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. The successor Trustee shall succeed to all the title, power, right and duties conferred upon the Trustee herein and by applicable law.

15. **Miscellaneous.** (a) The designation Grantors, Trustee and CCB as used herein shall include such parties, their heirs, personal representatives, successors or assigns and shall include singular, plural, masculine, feminine, or neuter, as required by context. (b) Grantors' covenants and agreements shall be joint and several. (c) Any extension(s) of time in the payment of either principal or interest on the Construction Loan Agreement, guaranty agreement(s), note(s) or other evidence(s) of indebtedness hereby secured, or change in the amount of any installment thereby increasing or decreasing the same may be granted by CCB to any signer thereof, or to any party who has assumed payment thereof, without releasing or affecting the legal liability of any other signer, or of any party who has assumed payment of said Construction Loan Agreement, guaranty agreement(s), note(s) or other evidence(s) of indebtedness; and the Grantors herein, jointly and severally, bind themselves personally for the indebtedness secured by this instrument, without regard to the market value of the Property herein described. (d) A delay in exercising any option or requiring the performance of any obligation secured hereby shall not be deemed to be an abandonment or waiver of such right, and Grantors expressly waive notice of the exercise of any option(s) granted to CCB herein or in the Construction Loan Agreement, guaranty agreement(s), note(s) and other evidence(s) of indebtedness secured hereby. (e) This Deed of Trust shall be governed by the laws of the State of North Carolina, and in the event that any provision or clause of this Deed of Trust or the Construction Loan Agreement, guaranty agreement(s), note(s) or other evidence(s) of indebtedness conflicts with applicable law, such conflict shall not affect other provisions herein or in the Construction Loan Agreement, guaranty agreement(s), note(s) or other evidence(s) of indebtedness which can be given effect without the conflicting provision, and to this end such provisions of this Deed of Trust are declared to be severable. (f) The headings used in this Deed of Trust are for convenience and reference only; and not intended in any way to define or describe the scope or intent of any provision of this Deed of Trust. (g) This Deed of Trust may not be modified, changed or amended unless said modification, change or amendment is in writing, signed by the party against whom enforcement of the modification, change or amendment is sought, and executed with the same formalities as this Deed of Trust.

16. **Notices.** All notices to CCB shall be mailed to: **CENTRAL CAROLINA BANK AND TRUST COMPANY,**

Attention: **Michael P. Earey, Senior Vice President**

Address: **P. O. Box 4248, Wilmington, NC 28406**

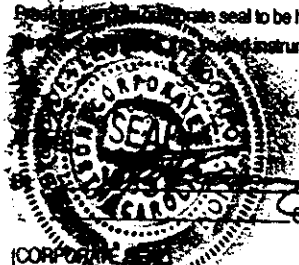
or other such address as CCB may otherwise designate from time to time.

IN TESTIMONY WHEREOF, each undersigned individual Grantor has hereunto set his hand and adopted as his seal the word "SEAL" appearing beside or near his signature, this sealed instrument being executed and delivered on the day and year first above written.

\_\_\_\_\_(SEAL) \_\_\_\_\_(SEAL)  
\_\_\_\_\_(SEAL) \_\_\_\_\_(SEAL)  
\_\_\_\_\_(SEAL) \_\_\_\_\_(SEAL)

IN TESTIMONY WHEREOF, the undersigned corporate Grantor has caused this Deed of Trust to be signed in its corporate name by its \_\_\_\_\_

\_\_\_\_\_, Secretary, all by authority of its Board of Directors, this instrument being executed and delivered on the day and year first above written.



**B & D DEVELOPMENT CORPORATION**

Name of Corporation

By \_\_\_\_\_

\_\_\_\_\_  
President

IN TESTIMONY WHEREOF, the undersigned partnership Grantor has caused this Deed of Trust to be signed in its partnership name and has adopted as its seal the word "SEAL" appearing beside or near its partnership name, this sealed instrument being executed and delivered on the day and year first above written.

Name of Partnership or Joint Venture \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_ BOOK \_\_\_\_\_ PAGE \_\_\_\_\_ (SEAL)  
General Partner

By: \_\_\_\_\_ (SEAL)  
General Partner  
(or Managing General Partner)

By: 1771 0884 \_\_\_\_\_ (SEAL)  
General Partner

By: \_\_\_\_\_ (SEAL)  
General Partner

NORTH CAROLINA  
\_\_\_\_\_ COUNTY

I, \_\_\_\_\_, a Notary Public, do hereby certify that \_\_\_\_\_  
personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.

Notary Public

My commission expires: \_\_\_\_\_

NORTH CAROLINA  
\_\_\_\_\_ COUNTY

I, \_\_\_\_\_, a Notary Public, do hereby certify that \_\_\_\_\_  
personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.

Notary Public

My commission expires: \_\_\_\_\_

NORTH CAROLINA  
New Hanover \_\_\_\_\_ COUNTY

I, Lynn Rivenbark, a Notary Public, do hereby certify that Dick J. Thompson  
personally appeared before me this day and acknowledged that he is Secretary of B & D Development Corporation  
a North Carolina corporation, and that by authority duly given and as the act of the corporation,  
the foregoing instrument was signed in its name by its Secretary. President, sealed with its corporate seal and attested by him as its

Witness my hand and official seal, this 4th day of May, 19 94.

Notary Public

My commission expires: 5-18-98

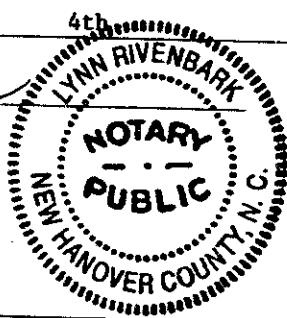
NORTH CAROLINA  
\_\_\_\_\_ COUNTY

I, \_\_\_\_\_, a Notary Public for \_\_\_\_\_ County, North Carolina,  
do hereby certify that \_\_\_\_\_  
Partners of \_\_\_\_\_  
a North Carolina General Partnership, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.

Notary Public

My commission expires: \_\_\_\_\_



BOOK PAGE SCHEDULE "A"  
1771 0885

RECORDED AND INDEXED  
MARY JOE WATTS  
REGISTER OF DEEDS  
NEW HANOVER CO. NC.

'94 MAY 9 PM 12 32

BEGINNING at an existing iron pipe in the north right of way line of Crosswinds Drive (50' Public Right of Way); said iron pipe being the south-east corner of Lot 116, Crosswinds, Section III as shown on a map recorded at Map Book 33 Page 71 of the New Hanover County Registry; Thence along and with the east line of Crosswinds, Section III North 21 degrees 17 minutes 23 seconds East - 148.06 feet to a point; Thence North 05 degrees 24 minutes 34 seconds East - 190.93 feet to the northeast corner of Lot 114, Crosswinds Section III; Thence along and with the south line of Tanglewood Subdivision as shown on maps recorded at the New Hanover County Registry (Map Book 7, Page 29, 41, 56, and 66, Map Book 10, Page 19) South 70 degrees 56 minutes 32 seconds East - 363.19 feet to a point; Thence along and with the line of Crosswinds Section IV the following: South 09 degrees 49 minutes 10 seconds West - 206.00 feet; Thence South 31 degrees 35 minutes 40 seconds West - 249.65 feet; Thence South 50 degrees 23 minutes 10 seconds East - 164.04 feet; Thence South 39 degrees 56 minutes 50 seconds West - 50.00 feet; Thence North 50 degrees 23 minutes 10 seconds West - 351.87 feet; Thence South 39 degrees 36 minutes 50 seconds West - 117.72 feet; Thence South 46 degrees 21 minutes 43 seconds West - 255.43 feet; Thence North 70 degrees 50 minutes 00 seconds West - 1,262.22 feet; Thence North 10 degrees 50 minutes 15 seconds West - 327.31 feet; Thence North 04 degrees 04 minutes 45 seconds East - 107.00 feet; Thence North 19 degrees 03 minutes 30 seconds East - 30.00 feet to an existing iron pipe; said iron pipe being the southwest corner of Lot 131, Crosswinds, Section III; Thence along and with the south line of Crosswinds, Section III the following: South 70 degrees 56 minutes 30 seconds East - 192.80 feet; Thence South 63 degrees 30 minutes 51 seconds East - 45.73 feet; Thence South 70 degrees 56 minutes 32 seconds East - 91.62 feet; Thence South 72 degrees 46 minutes 44 seconds East - 93.90 feet; Thence South 68 degrees 19 minutes 02 seconds East - 375.50 feet; Thence South 63 degrees 56 minutes 49 seconds East 280.46 feet; Thence South 54 degrees 27 minutes 09 seconds East - 230.88 feet; Thence South 50 degrees 23 minutes 10 seconds East - 79.90 feet to the south-east corner of Lot 117, Crosswinds Section III; Thence along and with the south line of Crosswinds Section III South 26 degrees 47 minutes 04 seconds East - 45.00 feet to a point in the east right of way on Outisland Drive (45' Public Right of Way); Thence along and with the east line of said right of way North 51 degrees 24 minutes 53 seconds East - 127.82 feet (chord) 128.73 feet (arc) 312.50 feet (radius); Thence North 39 degrees 36 minutes 50 seconds East - 27.90 feet; Thence North 84 degrees 36 minutes 50 seconds East - 14.14 feet (chord) 15.71 feet (arc) 10.00 feet (radius) to a point in the south right of way line of Crosswinds Drive; Thence along and with the south line of Crosswinds Drive South 50 degrees 23 minutes 10 seconds East - 17.50 feet; Thence North 39 degrees 36 minutes 50 seconds East - 50.00 feet to a point in the north line of Crosswinds Drive; Thence along and with the north line of Crosswinds Drive North 50 degrees 23 minutes 10 seconds West - 30.37 feet to the Point of BEGINNING, containing 16.25 acres, more or less; a portion of the B and D Development Corporation Tract.

STATE OF NORTH CAROLINA  
New Hanover County  
The Foregoing / Annexed Certificate(s) of

Lydia Rivenbark

Notary (Notaries) Public is/ are certified  
to be correct.

This the 9 day of May 1994

by [Signature]  
Deputy / Assistant