

**VIRGINIA LAND RECORD COVER SHEET  
FORM A – COVER SHEET CONTENT**

230000946

Instrument Date: **01/19/2023**  
Instrument Type: **DOT**  
Number of Parcels: \_\_\_\_\_ Number of Pages: **5**  
[X] City [ ] County

**NORFOLK**

TAX EXEMPT? **VIRGINIA/FEDERAL LAW**

[ ] Grantor: \_\_\_\_\_

[ ] Grantee: \_\_\_\_\_

Consideration: **\$715,000.00**

Existing Debt: **\$0.00**

Actual Value/Assumed: **\$0.00**

*PRIOR INSTRUMENT UNDER § 58.1-803(D)*

Original Principal: **\$0.00**

Fair Market Value Increase: **\$0.00**

Original Book Number: \_\_\_\_\_ Original Page Number: \_\_\_\_\_ Original Instrument Number: \_\_\_\_\_

Prior Recording At: [X] City [ ] County

**NORFOLK**

Percentage In This Jurisdiction: **100%**

**BUSINESS / NAME**

**1** [X] Grantor: **QAZA FAMILY LLC**

[ ] Grantor: \_\_\_\_\_

**1** [ ] grantee: **ROSE, NEIL L.**

[ ] grantee: \_\_\_\_\_

**GRANTEE ADDRESS:**

Name: **NEIL L. ROSE**

Address: **440 MONTICELLO AVE. STE 2200**

City: **NORFOLK** State: **VA** Zip Code: **23510**

Book Number: \_\_\_\_\_ Page Number: \_\_\_\_\_ Instrument Number: \_\_\_\_\_

Parcel Identification Number (PIN): **03028780** Tax Map Number: **0308780**

Short Property Description: **101.44 FT**

Current Property Address: **1021 East Princess Anne Road**

City: **Norfolk** State: **VA** Zip Code: **23504**

Instrument Prepared By: **JONES, WALKER & LAKE** Recording Paid By: **JONES, WALKER & LAKE**

Recording Returned To: **JONES, WALKER & LAKE**

Address: **128 S. LYNNHAVEN ROAD**

City: **VIRGINIA BEACH** State: **VA** Zip Code: **23452**

Prepared by/Return to:

P. Austen Lake, VSB #82321  
Jones, Walker & Lake, P.C.  
128 S. Lynnhaven Rd.  
Virginia Beach, VA 23452  
(757) 486-0333

CONSIDERATION: \$715,000.00

Account No.: 03028780

GPIN: 1437485791

**DEED OF TRUST**

THIS IS A DEED OF TRUST (this "Deed of Trust") made as of January 19, 2023, among **QAZA FAMILY LLC**, a Virginia limited liability company, of 1015 E. Princess Anne Road, Norfolk, VA 23504 (the "Grantor") GRANTOR, **NEIL L. ROSE**, of 440 Monticello Ave., Ste. 2200, Norfolk, Virginia 23510 (the "Trustee") GRANTEE, and **BELKOV BUILDING, LLC**, a Virginia limited liability company, of 440 Monticello Ave., Ste. 2200, Norfolk, Virginia 23510 (the "Beneficiary") GRANTEE.

WITNESSETH:

For and in consideration of Ten Dollars (\$10.00), cash in hand paid, and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Grantor grants and conveys to the Trustee, with General Warranty and English Covenants of Title, the following described real estate:

ALL THAT certain piece or parcel of land with the improvements thereon, situate in the City of Norfolk, State of Virginia, at the southwestern corner of the intersection of Princess Anne Road and Cooke Avenue, and described with reference to a plat recorded in the Clerk's Office of the Circuit Court of the City of Norfolk, Virginia, in Map Book 17, at Page 2, entitled "Plat of Property of Norfolk Redevelopment and Housing Authority, sold to Joseph L. Kantor, Norfolk, Virginia, Scale: 1" = 50', January, 1957, Frank D. Terrell, Jr. & Associates, Surveyors and Engineers, Virginia Beach, Virginia," as follows:

Beginning at the intersection of the southern side of Princess Anne Road with the western side of Cooke Avenue, thence extending S. 26 degrees 47' 57" W. along the western side of Cooke Avenue 253.07 feet to a point; thence continuing along the western side of Cooke Avenue S. 26 degrees 26' 51" W. 32.50 feet to a point in the northern line of property now or formerly owned by Karlen Corporation; thence N. 61 degrees 33' 25" W. along the northern line of the Karlen Corporation property 106.41 feet to a point in the eastern line of the property now or formerly of W. S. Rockefeller, et al; thence along the said eastern line of N. 24 degrees 24' 27" E. 272.07 feet to a point on the southern side of Princess Anne Road; thence

along said south side of Princess Anne Road S. 68 degrees 23' 33" E. 118 feet to the point of beginning as shown on said plat along with any easements appurtenant thereto.

Less and Except that Order recorded in the aforesaid Clerk's Office in Deed Book 2175, Page 430.

IN TRUST, to secure the holder or holders thereof, without preference, the payment of the principal sum of \$715,000.00, evidenced by that certain Promissory Note (the "Note") between Grantor and Beneficiary of even date herewith, payable to the order of the Beneficiary, which amount together with all accrued interest and other charges is due on or before **January 19, 2025**.

The Note and this Deed of Trust, shall be referred to collectively as the "Loan Documents." All representations, warranties, covenants, agreements, and obligations of Grantor under the Loan Documents, including without limitation the obligation to pay the indebtedness evidenced by the Note, shall be referred to collectively as the "Obligations" and shall be secured by this Deed of Trust. "Obligations" shall also include all extensions, replacements, modifications, renewals, increases, and reinstatements of the foregoing.

1. Grantor's Representations and Warranties. Grantor makes the following representations and warranties to Trustee and Beneficiary:

A. Grantor has full power, authorization and approval to enter into this Deed of Trust and to perform and comply with the Obligations. Grantor is a duly organized and validly existing corporation in good standing under the laws of the Commonwealth of Virginia. The party executing this Agreement on behalf of Grantor is fully authorized to do so.

B. The execution and delivery of this Deed of Trust and performance of the Obligations will not result in any breach or violation of, or constitute a default under, the organizational documents of Grantor or any agreement, contract or other instrument to which Grantor is a party, or by which Grantor is bound.

C. The individual(s) signing on behalf of Grantor have all necessary authority to bind Grantor to this Deed of Trust, and no additional approvals and/or signatures are required to make this Deed of Trust fully binding on Grantor in all respects in accordance with its terms.

2. Grantor's Covenants. The Grantor covenants and agrees that from the date hereof and until full and complete performance and satisfaction of all Obligations, Grantor shall comply with the following:

A. Grantor shall pay the indebtedness evidenced by the Note on the terms and according to the schedule set forth therein.

B. Grantor shall promptly pay, prior to delinquency, all taxes and assessments associated with the Property.

C. Other than for the subordination of this agreement as is mentioned above, Grantor shall not create, incur, assume or suffer to exist any lien (including without limitation mechanic's liens) upon or with respect to the Property, whether superior or subordinate, except those in favor of Beneficiary, without Beneficiary's prior written consent. Grantor will not cause or permit any other easements, restrictions, encroachments, or encumbrances of any kind to affect the Property without Beneficiary's prior written consent and shall promptly remove the same upon notice thereof.

D. Grantor shall not cause or permit waste, impairment or deterioration of the Property either by omission or commission, nor take any action which impairs the value of the Property.

E. Grantor shall maintain commercial property insurance on the Property in an amount equal to 100% of the "Full Replacement Cost," of the structure on the property.

F. Grantor shall comply with all existing and future federal, state and local laws, orders, ordinances and governmental rules and regulations.

3. Additional Terms Incorporated By Reference. This Deed of Trust is given to secure a debt in accordance with the provisions of Sections 55.1-320 and 55.1-325 of the Code of Virginia, as amended, and effective on the date hereof, and, as therein provided, shall be construed to impose and confer upon the parties hereto, and the Beneficiary hereunder, the duties, rights and obligations therein set forth. As authorized and permitted by said Sections, the following additional provisions are herein incorporated, in short form, and to be construed as therein provided:

- A. PURCHASE MONEY
- B. ADVERTISEMENT REQUIRED: Advertisement of the time, place and terms of sale for three (3) days in a newspaper published in the City of Norfolk, Virginia;
- C. EXEMPTIONS WAIVED;
- D. SUBJECT TO CALL UPON DEFAULT;
- E. SUBSTITUTION OF TRUSTEE(S) PERMITTED;
- F. ANY TRUSTEE MAY ACT;
- G. RENEWAL, EXTENSION, OR REINSTATEMENT PERMITTED;
- H. RIGHT OF ANTICIPATION RESERVED;

4. Due on Sale. THE DEBT SECURED HEREBY IS SUBJECT TO CALL IN FULL OR THE TERMS HEREOF BEING MODIFIED IN THE EVENT OF SALE OR CONVEYANCE OF THE PROPERTY, IN WHOLE OR IN PART.

5. Default.

A. In event of any default in the performance of, or breach of, the Obligations (collectively "Default"), all monetary Obligations, including without obligation repayment of the debt evidenced by the Note, shall be immediately due and payable.

B. In event of any Default, and for the duration thereof, the Trustee, in addition to all other remedies provided under applicable law, shall be entitled to take possession of the Property herein conveyed and above described, to dispossess the owners thereof or any tenant of said owners, to sell the Property at auction, and to collect any rents of said Property; and may apply said rentals for the following purposes: to the cost and expenses of the Trustee in and about the administration of the trust; to the payment of taxes and premiums of insurance on said Property; and in satisfaction of the Obligations; and to that end the Trustee is empowered to lease the said Property for such time and upon such terms and conditions as he may deem advisable; to distrain for rent or take any other legal action to enforce the collection thereof, or to repossess the Property. In the event of sale, bidder's cash deposit of not more than ten percent (10%) of his bid may be required before his bid is received. The Trustee's commission shall be five percent (5%) of the amount of the sale or sales.

C. If any other debt secured by a lien upon the Property shall be in default, then such default shall be deemed a Default under this Deed of Trust.

D. In event of any Default, the Beneficiary may, but shall not be obligated to, cure any of such defaults and Grantor shall be immediately liable to Beneficiary for all costs thereof, which costs shall be added to and deemed a part of the Obligations.

E. In addition to all other rights and remedies available to Beneficiary, Beneficiary shall be entitled to recover from Grantor all of Beneficiary's costs and expenses incurred in connection with Grantor's Default, including without limitation reasonable attorney's fees, which shall be added to and deemed part of the Obligations secured hereby. The foregoing includes, but is not limited to, costs incurred in an action for collection, or in any action or proceeding to foreclose this Deed of Trust or to collect any charge growing out of the Obligations hereby secured.

F. All of Beneficiary's rights and remedies in this Deed of Trust shall be in addition to any other rights and remedies that may be available to Beneficiary under the other Loan Documents or at law or in equity. All of Beneficiary's remedies shall be cumulative, and the exercise of one remedy shall not be to the exclusion of any other remedy.

6. Notices. All notices, requests or other communications permitted or required under this Deed of Trust shall be in writing and shall be communicated by personal delivery, nationally recognized overnight delivery service (such as Federal Express), or registered mail, return receipt requested, to the parties hereto at the addresses shown below, or at such other address as any of them may designate by notice to each of the others. Notices shall be deemed received when actually received or upon refusal or failure to accept delivery.

To Beneficiary: BELKOV BUILDING, LLC  
440 Monticello Ave., Ste. 2200,  
Norfolk, Virginia 23510

To Trustee: NEIL L. ROSE

440 Monticello Ave., Ste. 2200,  
Norfolk, Virginia 23510

To Grantor:

QAZA FAMILY LLC  
Attn: Mike Qaza  
1015 E. Princess Anne Road  
Norfolk, VA 23504

7. Miscellaneous. This Deed of Trust shall be governed by, construed and enforced under the laws of the Commonwealth of Virginia, without regard to its conflicts of laws provisions. This Deed of Trust and the documents referred to in this Deed of Trust set forth the entire agreement and understanding between the parties with respect to the transactions contemplated hereby and supersede all prior agreements, arrangements and understandings which led to the subject matter hereof. All the terms, covenants, representations, warranties, agreements, and conditions of this Deed of Trust shall be binding upon, and inure to the benefit of and be enforceable by, the parties hereto and their respective heirs, personal representatives, executors, successors and permissible assigns. Failure of Beneficiary at any time or times to require performance of any provisions hereof shall in no manner affect its right at a later time to enforce any provision. No waiver by Beneficiary of any condition, or the breach of any term, covenant, representation or warranty contained in the Loan Documents, whether by conduct or otherwise, in any one of more instances, shall be deemed a further or continuing waiver of condition or covenant, representation or warranty contained in the Loan Documents.

WITNESS the following signature and seal:

**BORROWER:**

**QAZA FAMILY LLC**  
a Virginia limited liability company

Date Signed: 1/19/23

By: [Signature] (SEAL)  
Name: Abdullah Qaza  
Title: Managing Member

COMMONWEALTH OF VIRGINIA,  
CITY OF VIRGINIA BEACH, to-wit:

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Abdullah Qaza, as Managing Member of QAZA FAMILY LLC, a Virginia limited liability company, whose name is signed to the writing hereto annexed, bearing date first written above, has acknowledged the same before me in my jurisdiction aforesaid.

[Signature]  
Notary Public

My Commission Expires: 10/31/26



INSTRUMENT 230000946  
RECORDED IN THE CLERK'S OFFICE OF  
NORFOLK CIRCUIT COURT ON  
JANUARY 20, 2023 AT 11:29 AM  
GEORGE E. SCHAEFER, CLERK  
RECORDED BY: EMW