

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

Instrument Date: 4/30/2019 ✓
 Instrument Type: DOT ✓
 Number of Parcels: 1 Number of Pages: 33
 City County
HENRICO ✓

TAX EXEMPT? VIRGINIA/FEDERAL LAW
 Grantor: _____
 Grantee: _____
 Consideration: \$1,206,000.00 ✓
 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: _____

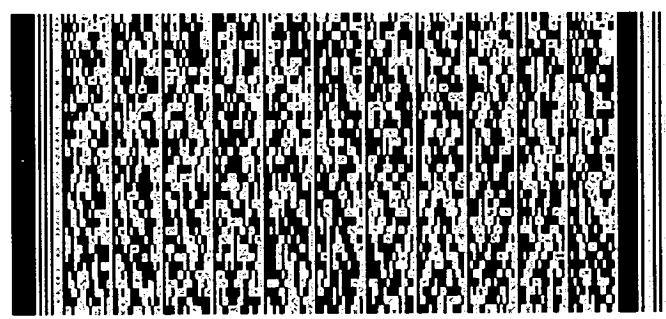
Prior Recording At: City County

Percentage In This Jurisdiction: 100%

BUSINESS / NAME
 1 Grantor: DEAN ATLANTIC ✓
 Grantor: _____
 1 Grantee: HAIRFIELD-MORTON ✓
 Grantee: _____

GRANTEE ADDRESS
 Name: HAIRFIELD-MORTON
 Address: 2800 BUFORD ROAD, SUITE 201
 City: RICHMOND State: VA Zip Code: 23235
 Book Number: _____ Page Number: _____ Instrument Number: _____
 Parcel Identification Number (PIN): 759-756-8555.006 ✓ Tax Map Number: 759-756-8555.006
 Short Property Description: UNIT 2575, HOMEVIEW CONDO

Current Property Address: 2575 HOMEVIEW DRIVE
 City: HENRICO State: VA Zip Code: 23294
 Instrument Prepared By: HARBIN & MILLER, LLC Recording Paid By: HAIRFIELD-MORTON
 Recording Returned To: HAIRFIELD-MORTON
 Address: 2800 BUFORD ROAD, SUITE 201
 City: RICHMOND State: VA Zip Code: 23235



RECORDED IN
 COUNTY OF HENRICO, VA
 HEIDI S. BARSHINGER
 CLERK OF CIRCUIT COURT
 FILED May 02, 2019
 AT 12:49 pm
 BOOK 05846
 START PAGE 1127
 END PAGE 1160
 INSTRUMENT #
 201900012324
 TDS

BK5846PG1127

(Area Above Reserved For Deed Stamp Only)

HairField - Morton, PLC
 2800 Buford Road, Suite 201
 Richmond, Virginia 23235

PREPARED BY:

Reid H. Harbin, Esq.
 HARBIN & MILLER, LLC
 5591 Chamblee Dunwoody Rd.
 Bldg. 1300, Ste. 300
 Dunwoody, Georgia 30338

TAX MAP 759.756.8555.006

Consideration \$1,206,000-

DEED OF TRUST AND SECURITY AGREEMENT

This DEED OF TRUST AND SECURITY AGREEMENT (as the same may be modified, extended, renewed or restated, this "Deed of Trust"), dated as of April 30, 2019 is granted by Dean Atlantic, LLC, a Virginia limited liability company ("Grantor"), whose address is 11213 Ascot Dr., Midlothian, VA 23112, Hairfield-Morton, and any successor replacement officer as ("Trustee"), whose address is 2800 Buford Road, Suite 201, Richmond, VA 23235, for the benefit of First National Bank of Pennsylvania ("Beneficiary"), whose address is 10200 Mallard Creek Rd., Bldg. #1, Ste 210, Charlotte, NC 28262-9704.

The following recitals are a material part of this Deed of Trust.

A. Grantor, SPECIALTY CONTRACT SERVICES, LLC and Strategic Grace, LLC, as borrower, and Beneficiary, as lender, have entered into that certain loan agreement (the "Loan Agreement"), dated as of the date hereof. Pursuant to the Loan Agreement, Beneficiary has agreed to make a loan in the aggregate amount not to exceed \$1,206,000.00.

B. To further evidence the indebtedness of Grantor, SPECIALTY CONTRACT SERVICES, LLC and Strategic Grace, LLC, under the Loan Agreement, Grantor, SPECIALTY CONTRACT SERVICES, LLC and Strategic Grace, LLC have executed and delivered a variable rate SBA note, dated the same date as this Deed of Trust, to the order of Beneficiary, in the original principal amount of \$1,206,000.00. Said SBA note, as the same may be extended, amended or modified after the date hereof is referred to in this Deed of Trust as the "Note". The latest possible maturity date of the Note is April 30, 2036. Such maturity date, and any other term of the Note or the Loan Agreement, may be extended, amended or modified by agreement of the Grantor and the Beneficiary without affecting the validity or priority of the lien created by this Deed of Trust, and without the necessity of amending this Deed of Trust. The Note

provides, during a portion of the term thereof, for a variable rate of interest which may increase or decrease from time to time.

C. The total indebtedness and liabilities to be secured by this Deed of Trust are as follows (all such indebtedness and liabilities or the instruments evidencing same, as applicable, being herein collectively called the "Obligations"):

(i) the aggregate of all principal and interest due under the Note; plus

(ii) all other amounts payable and all other obligations of the Grantor under the Loan Agreement, the Note and under this Deed of Trust, any other document which relates to any of the Loan Agreement or the Note or any of the security therefor (as the same may be amended, modified, extended, renewed, or supplemented from time to time, all of the foregoing being herein collectively called the "Loan Documents"); plus

(iii) Grantor's obligations to Beneficiary under all promissory notes, instruments, documents and agreements evidencing and/or securing indebtedness of Grantor to Beneficiary, other than the Loan Documents, whether now existing or arising after the date hereof.

D. It has been agreed that the payment and performance of the Obligations shall be secured by a deed of trust and security agreement affecting the Mortgaged Property (as defined below) on the terms and conditions below.

CONVEYANCE

NOW, THEREFORE, in consideration of the above recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the punctual payment by Grantor when due, whether at stated maturity, by acceleration or otherwise, of the Obligations and the performance and observance of all other covenants, obligations and liabilities of Grantor under this Deed of Trust, as the same may be extended, modified or renewed or repledged, Grantor does hereby GRANT, BARGAIN and SELL, confirm and convey unto Trustee for the benefit of Beneficiary, upon the terms and conditions of this Deed of Trust, with power of sale and right of entry as provided hereinbelow, each and all of the real properties described below (which, together with all other property located therein or described herein, is hereinafter collectively called the "Mortgaged Property").

A. Land. All the estate, right, title and interest of Grantor in, to and under, or derived from, the plots, pieces and parcels of land more particularly described in Exhibit A hereto (the "Land") (commonly known as 2575 Homeview Dr., Henrico, VA 23294) with the tenements, hereditaments, appurtenances and all the estates and rights of Grantor in and to the Land.

B. Improvements. All buildings and improvement now or hereafter located on the Land (the "Improvements") and all right, title and interest, if any, of Grantor in and to the streets, roads, sidewalks and alleys abutting the Land, and strips and gores within or adjoining the Land,

the air space and right to use said air space above the Land and any transferable development or similar rights appurtenant thereto, all rights of ingress and egress by motor vehicle to parking facilities on or within the Land, all easements now or hereafter affecting or benefiting the Land, royalties and all rights appertaining to the use and enjoyment of the Land, including alley, drainage, mineral, water, oil and gas rights.

C. Fixtures. All fixtures and all appurtenance and additions thereto and substitutions or replacements thereof owned by Grantor and now or hereafter attached to the Premises (as defined herein).

D. Equipment. All property, tangible and intangible, and all additions thereto and substitutions or replacements thereof owned by Grantor and now or hereinafter contained in, or used in connection with the Premises or placed on any part thereof though not attached thereto, to the extent the same constitutes real property in the state in which the Mortgaged Property is located (all of the foregoing, including the items hereinafter enumerated, collectively referred to as the "Equipment"), including all removable window and floor coverings, furniture and furnishings, heating, lighting, plumbing, ventilating, air conditioning, refrigerating, incinerating and elevator plants, cooking facilities, vacuum cleaning systems, call systems, sprinkler systems and other fire prevention and extinguishing apparatus and materials, motors, machinery, pipes, appliances, equipment, fittings and fixtures (the Land, together with the Improvements and the Equipment, are hereinafter collectively referred to as the "Premises").

E. Leases. All leases, subleases, lettings and licenses of the Premises or any part thereof now or hereafter entered into, and all amendments, modifications, supplements, additions, extensions and renewals thereof (all of the foregoing hereinafter collectively referred to as the "Leases"), and all right, title and interest of Grantor thereunder, including cash and securities deposited thereunder (as down payments, security deposits or otherwise), the right to receive and collect the rents, security deposits, income, proceeds, earnings, royalties, revenues, issues and profits payable thereunder and the rights to enforce, whether at law or in equity or by any other means, all provisions and options thereof or thereunder (all of the foregoing hereinafter collectively referred to as the "Rents") and the right to apply the same to the payment and performance of the Obligations.

F. Claims. All rights and/or claims of any kind whatsoever relating to the Premises (including damage, secured, unsecured, lien, priority and administration claims), together with the right to take any action or file any papers or process in any court of competent jurisdiction, which may in the opinion of beneficiary be necessary to preserve, protect, or enforce such rights or claims, including the filing of any proof of claim in any insolvency proceeding under any state, Federal or other laws and any rights, claims or awards accruing to or to be paid to Grantor in its capacity as landlord under any Lease.

G. Proceeds. All unearned premiums, accrued, accruing or to accrue under insurance policies now or hereafter obtained by Grantor and relating to the Premises and all proceeds of the conversion, voluntary or involuntary, of the Premises into cash or liquidated claims, including proceeds of liability, property and title insurance and all awards and compensation heretofore and hereafter made to the present and all subsequent owners of the Premises by any governmental or

other lawful authorities for the taking by eminent domain, condemnation or otherwise, of all or any part of the Premises or any easement therein, including awards for any change of grade of streets.

H. After Acquired Property. All right, title and interest of Grantor in and to all extensions, improvements, betterments, renewals, substitutes and replacements of, and all additions and appurtenances to, any of the foregoing hereafter acquired by, or released to, Grantor or constructed, assembled or placed by Grantor on the Premises and all conversions of the security constituted thereby, immediately upon such acquisition, release, construction, assemblage, placement or conversion, as the case may be, and in each such case, without any further mortgage, conveyance, assignment or other act by Grantor, shall become subject to the lien of this Deed of Trust as fully and completely, and with the same effect, as though now owned by Grantor and specifically described herein.

TO HAVE AND TO HOLD the Mortgaged Property unto Trustee and its substitutes and successors forever, IN TRUST for the uses and purposes set forth below.

ARTICLE I.

1.1. Security for Obligations. The Mortgaged Property is conveyed to Trustee to secure the payment, when due, and the timely performance and observance of the Obligations.

ARTICLE II.

2.1. Obligations. Grantor shall punctually pay when due, and timely perform and observe, the Obligations.

2.2. Legal Status. Grantor represents and warrants that (i) it has the full power and authority to own the Mortgaged Property and carry out its business in the state in which the Mortgaged Property is located; and (ii) there is no action, suit, or proceeding, judicial, administrative or otherwise, pending or, to the best of Grantor's knowledge, threatened or contemplated against or affecting Grantor or the Mortgaged Property.

2.3. Warranty of Title. Grantor represents and warrants that Grantor (i) has good and marketable title to the Premises, free and clear of all liens, charges and encumbrances of every kind and character, subject only to the encumbrances set forth on Exhibit B hereto ("Permitted Encumbrances"); (ii) has and will continue to have full power and lawful authority to encumber and convey the Premises as provided herein; and (iii) owns the Mortgaged Property free and clear of all liens, charges and encumbrances of every kind and character, subject only to Permitted Encumbrances. Grantor covenants that this Deed of Trust is and will continue to remain a valid and enforceable second lien on and Security Interest in the Mortgaged Property, subject only to Permitted Encumbrances. Grantor further covenants that it will preserve such title and will forever warrant and defend the title to the Mortgaged Property unto Trustee and Beneficiary against all lawful claims whatsoever and will forever warrant and defend the validity, enforceability and priority of the first lien of this Deed of Trust against the claims of all persons and parties whomsoever.

2.4. Further Assurances. Grantor covenants that it will, at Grantor's sole cost and expense and at the request of Beneficiary, promptly correct any defect or error which may be discovered in the Loan Documents, and promptly do, execute, acknowledge and deliver, and record and re-record, file and re-file and register and re-register, any and all such instruments as Beneficiary may require from time to time in order to carry out more effectively the purposes of this Deed of Trust.

2.5. The Premises.

(a) Repair and Maintenance. Grantor will operate and maintain the Premises in good order, repair and operating condition, will promptly make all necessary repairs, restorations, renewals, replacements, additions and improvements thereto, interior and exterior, structural and non structural, foreseen and unforeseen, or otherwise necessary to insure that the same as part of the security under this Deed of Trust shall not in any way be diminished or impaired, and will not cause or allow the Premises to be misused, wasted or deteriorated. In the event of fire or other casualty, or in the event of a condemnation of a portion of the Premises, Grantor shall repair and restore the Premises to its condition prior to such casualty or condemnation, to the extent possible, promptly and in a workmanlike manner. No part of the Improvements shall be removed, demolished or structurally or materially altered nor shall any new building, structure, facility or other improvement be constructed on the Land without Beneficiary's prior written consent in the case of each such removal, demolition, alteration or construction, except as contemplated in the Loan Agreement.

(b) Equipment. Grantor will keep the Premises fully equipped and will replace all worn out or obsolete Equipment with fixtures or personal property comparable thereto when new and will not, without Beneficiary's consent, remove any Equipment or other personal property from the Land or the Improvements unless Grantor replaces the same with an article of equal suitability and value when new, owned by Grantor free and clear of any lien or security interest (other than Permitted Encumbrances).

(c) Zoning: Title Matters. Grantor will not, without the prior written consent of Beneficiary, (i) initiate or support any zoning reclassification of the Premises, seek any variance under existing zoning ordinances applicable to the Premises or use or permit the use of the Premises in a manner which would result in such use becoming a non-conforming use under applicable zoning ordinances, (ii) modify or amend any of the Permitted Encumbrances, (iii) impose any restrictive covenants, easements, rights-of-way or encumbrances upon the Premises, execute or file any subdivision plat affecting the Premises or consent to the annexation of the Premises to any municipality, or (iv) permit or suffer the Premises to be used by the public or any person in such manner as might make possible a claim of adverse usage or possession or of any implied dedication or easement.

(d) Status of the Premises. Grantor represents and warrants that: (i) the Premises are not located in an area identified by the Secretary of Housing and Urban Development, or a successor thereto, as an area having special flood hazards pursuant to the terms of the National Flood Insurance Act of 1968, or the Flood Disaster Protection Act of 1973, as amended, or any successor law or, if the Premises are located in such an area, Grantor will

obtain and maintain Insurance against damage or loss by flood on such basis and in such amounts as shall be required by Beneficiary; (ii) the Premises are served by all utilities required for the current use thereof (including, without limitation, electricity, water, gas, sanitary and storm sewers and telephone); (iii) all streets necessary to serve the Land and the Improvements for the current use thereof have been completed and are serviceable and have been dedicated or accepted by the appropriate governmental entities and Grantor has access from public roads to the Land and the Improvements; (iv) there is no condemnation or similar proceeding pending or threatened affecting any part of the Premises that might materially adversely affect the Premises; and (v) the Premises have not sustained any loss or damage from fire or other casualty that has not been entirely repaired, and all portions thereof, including the roof, are in a state of good condition and repair.

(e) Environmental. Grantor represents and warrants that, to the best of Grantor's knowledge, the Premises do not contain and are not affected by asbestos, polychlorinated biphenyls (PCB's), underground storage tanks, hydrocarbon contamination, radioactive materials, hazardous or toxic substances, hazardous wastes, or other pollutants or contaminants and has not been used as a land fill or other waste disposal site. In the event any such condition is discovered to exist, Grantor shall cause the same to be remedied in compliance with all governmental laws and regulations including without limitation, those laws and regulations relative to the removal, handling and disposal of such substances.

(f) Use. The Premises are and Grantor will use and cause the same to be occupied in compliance with all governmental laws, rules, regulations, ordinances, codes and orders, rules of utility companies, requirements of the company providing property Insurance for the Premises and restrictions and conditions affecting title to the Mortgaged Property. Grantor agrees to make any changes or alterations to the Premises as may be required from time to time to cause the same to be in compliance with the foregoing. Grantor shall cause the Premises to be used in a manner consistent with the existing use thereof and for the same use as contemplated in the Loan Agreement and for no other use unless consented to in writing by Beneficiary.

2.6. Insurance.

(a) Grantor will cause the Premises to be insured, for the benefit of Trustee and Beneficiary, with such coverages, in such amounts and forms, and from such companies as shall be approved by Beneficiary, and shall obtain such additional coverages or increase the amounts of coverage or modify the forms thereof, as from time to time Beneficiary shall reasonably request and in any event shall cause the following insurance to be maintained:

(i) Fire, theft and physical hazard property insurance on an "all risk" bases covering fire and extended coverage risks (including, without limitation, earthquake) in an amount equal to the full replacement cost of the Improvements and Equipment bearing an agreed amount endorsement. Such insurance shall include explosion insurance if any boilers or similar apparatus are located on the Premises.

(ii) Comprehensive general liability insurance against claims for bodily injury, death or property damage occurring on, in or about the Premises or as a result of any activity on the Premises during the policy term, with policy limits of not less than any reasonable amount required by Beneficiary or such greater limits as Beneficiary may from time to time reasonably require.

(iii) Worker's compensation, general liability and automobile liability insurance as required by the laws of the state where the Premises are located to protect Grantor and Beneficiary against claims for injuries sustained in the course of employment at the Premises.

(b) All insurance policies required by this Section shall be in form and issued by companies satisfactory to Beneficiary. All insurance policies required by this Section shall contain an endorsement naming Beneficiary as mortgagee, loss payee and additional insured, shall be in amounts at least sufficient to prevent coinsurance and all losses thereunder shall be payable to Beneficiary as sole loss payee. Each policy of insurance required under this Section shall provide that it may not be canceled or otherwise terminated without written notice given to Beneficiary at least ten (10) days prior to such cancellation or termination and shall permit Beneficiary to pay any premium therefor within ten (10) days after receipt of any notice stating that such premium has not been paid when due. The policy or policies of such insurance evidencing the required coverages shall be delivered to Beneficiary. Settlement of any claim under any of the insurance policies referred to in this Section shall require Beneficiary's prior written approval, which approval shall not be unreasonably withheld. Grantor shall, immediately upon receipt of any written notice of any failure by Grantor to pay any insurance premium in respect of any insurance required to be maintained under this Section, furnish a copy of such notice to Beneficiary. Grantor shall not purchase separate insurance policies concurrent in form or contributing in the event of loss with those policies required to be maintained under this Section, unless Beneficiary is included thereon as a named insured, mortgagee and loss payee. Grantor shall immediately notify Beneficiary whenever any such separate insurance policy is obtained and shall promptly deliver to Beneficiary the policy or certificate evidencing such insurance.

2.7. Liens. Grantor will not, without Beneficiary's consent, create, suffer or allow to exist, and shall discharge and release within ten (10) days of the placing thereof, any deed of trust, mortgage, trust deed, mechanic's lien, tax lien or other voluntary or involuntary lien, security interest or other encumbrance (collectively, "Liens") against or covering the Mortgaged Property, other than Permitted Encumbrances, regardless of whether subordinate to the lien of this Deed of Trust. Grantor will pay, bond or otherwise discharge, from time to time when the same shall become due, all claims and demands of mechanics, materialmen, laborers and others which, if unpaid, might result in, or permit the creation of, a lien on the Mortgaged Property. Nothing in this Deed of Trust shall be deemed or construed in any way as constituting the consent or request by Trustee or Beneficiary, express or implied, to any contractor, subcontractor, laborer, mechanic or materialman for the performance of any labor or the furnishing of any material for any improvement, construction, alteration or repair of the Premises.

2.8. Taxes. Grantor will promptly pay when due and before any penalty or interest may be added thereto, all general and special taxes or assessments, personal property taxes or assessments and any other ad valorem taxes, water and sewer rents, charges and assessments, levies, permits, inspection and license fees and other governmental and quasi-governmental charges and any penalties or interest for non-payment thereof, heretofore or hereafter imposed, or which may become a lien, upon the Mortgaged Property or arising with respect to the occupancy, use or possession thereof (collectively, "Taxes"). Grantor will also pay any penalty, interest or cost for non-payment of Taxes which may become due and payable. Grantor will furnish to Beneficiary proof of payment at the time same is made, and thereafter, upon receipt, validated receipts showing payment in full of all Taxes. Grantor represents and warrants that the Mortgaged Property constitutes a separate tax parcel from any adjacent land.

2.9. Contest. Notwithstanding anything to the contrary contained herein, Grantor shall have the right to contest in good faith and at its own expense the validity or applicability of any duty or obligation described in Sections 2.7 or 2.8, the validity of any Lien, and any Taxes imposed upon the Premises (a "Contest") by an appropriate legal proceeding, which proceeding must operate to prevent the collection of such impositions or other realization thereon and the sale or forfeiture of the Mortgaged Property or any part thereof to satisfy the same. During the pendency of such Contest, Grantor shall provide security satisfactory to Beneficiary, assuring the discharge of Grantor's obligations that are the subject of such Contest ("Contested Matters") and of any additional interest charge, penalty or expense arising from or incurred as a result of such Contest. If, at any time, payment or performance of such Contested Matters shall become necessary to prevent (i) the delivery of a tax deed conveying the Mortgaged Property because of non-payment or non-performance, (ii) the sale of the Premises to satisfy any lien or claim of lien, or (iii) the imposition of any civil or criminal penalty or liability on Beneficiary or the holders of the Obligations, Grantor shall pay the same in sufficient time to avoid the delivery of such tax deed or the imposition of any such penalty or liability.

2.10. Damage and Destruction.

(a) In the event of any damage to or loss or destruction of the Premises, Grantor shall (i) promptly notify Beneficiary of such event and take such steps as shall be necessary to preserve any undamaged portion of the Premises and (ii) unless otherwise instructed by Beneficiary, regardless whether the insurance proceeds, if any, shall be sufficient for the purpose or shall be otherwise applied by Beneficiary as provided herein, promptly commence and diligently pursue to completion the restoration, replacement and rebuilding of the Premises to the condition of the Premises affected thereby immediately prior to such damage, loss or destruction in accordance with plans and specifications approved, and with other provisions for the preservation of the security hereunder established, by Beneficiary.

(b) In the event that any portion of the Premises are so damaged, destroyed or lost, and such damage, destruction or loss is covered, in whole or in part, by insurance required by Section 2.6, then, (i) Beneficiary may, but shall not be obligated to, make proof of loss and is hereby authorized and empowered by Grantor to settle, adjust or compromise any claims for damage, destruction or loss thereunder, (ii) each insurance company concerned is hereby authorized and directed to make payment therefor directly to Beneficiary, and (iii) Beneficiary

shall have the right to apply the insurance proceeds, first, to reimburse Beneficiary and the holders of the Obligations for all costs and expenses, including adjusters' and attorneys' fees and disbursements, incurred in connection with the collection of such proceeds, and, second, the remainder of such proceeds shall be applied, at Beneficiary's option, in payment of all or any part of the Obligations, whether or not then due, in the order and manner determined by Beneficiary (provided that to the extent that any portion of the Obligations shall remain outstanding after such application, such unpaid portion of the Obligations shall continue in full force and effect and Grantor shall not be excused from the payment thereof), or to the cure of any then current default hereunder, or to the restoration, replacement or rebuilding, in whole or in part, of the portion of the Premises so damaged, destroyed or lost. Any insurance proceeds held by Beneficiary to be applied to the restoration, replacement or rebuilding of the Premises shall be so held without payment or allowance of interest thereon and shall be paid out from time to time upon compliance by Grantor with such provisions and requirements as may be imposed by Beneficiary to assure the complete restoration of the Premises (pursuant to plans and specifications acceptable to Beneficiary) in a timely, lien-free, good and workmanlike manner. In the event that Grantor shall have received all or any portion of the insurance proceeds, Grantor, upon demand from Beneficiary, shall pay to Beneficiary an amount equal to the amount so received by Grantor, to be applied as Beneficiary shall have the right pursuant to this subsection. Notwithstanding anything herein or at law or in equity to the contrary, no insurance proceeds or payments in lieu thereof paid to Beneficiary shall be deemed trust funds, and Beneficiary shall be entitled to dispose of such proceeds as provided in this Section.

(c) Notwithstanding any loss, damage or destruction referred to in this Section, Grantor shall continue to pay and perform the Obligations as provided herein. Any reduction in the Obligations resulting from such application shall be deemed to take effect only on the date of receipt by Beneficiary of such insurance proceeds and application against the Obligations, provided that if prior to the receipt by Beneficiary of such insurance proceeds the Mortgaged Property shall have been sold on foreclosure of this Deed of Trust, or shall have been transferred by deed in lieu of foreclosure of this Deed of Trust, Beneficiary shall have the right to receive the same to the extent of any deficiency found to be due upon such sale, with interest thereon at the rate set forth in the Note together with attorneys' fees and disbursements incurred by Trustee or Beneficiary in connection with the collection thereof.

2.11. Condemnation.

(a) Grantor, promptly upon obtaining knowledge of any pending or threatened institution of any proceedings for the condemnation of the Premises, or of any right of eminent domain, or of any other proceedings arising out of injury or damage to or decrease in the value of the Premises, including a change in grade of any street, will notify Beneficiary of the threat or pendency thereof. Beneficiary may participate in any such proceedings, and Grantor from time to time will execute and deliver to Beneficiary all instruments requested by Beneficiary or as may be required to permit such participation. Grantor shall, at its expense, diligently prosecute any such proceedings, shall deliver to Beneficiary copies of all papers served in connection therewith and shall consult and cooperate with Beneficiary, its attorneys and agents, in the carrying on and defense of any such proceedings; provided that no settlement of any such proceeding shall be made by Grantor without Beneficiary's consent.

(b) All proceeds of condemnation awards or proceeds of sale in lieu of condemnation, and all judgments, decrees and awards for injury or damage to the Premises (collectively, "Awards") are hereby assigned and shall be paid to Beneficiary. Grantor authorizes Beneficiary to collect and receive the same, to give receipts and acquittances therefor, and to appeal from any Awards.

(c) Beneficiary shall have the right to apply any Awards, first, to reimburse Trustee and Beneficiary for all costs and expenses, and, second, the remainder thereof in the manner provided in clause second of Section 2.10(b)(iii). In the event that Grantor shall have received all or any portion of such Awards, Grantor, upon demand from Beneficiary, shall pay to Beneficiary an amount equal to the amount so received by Grantor, to be applied as Beneficiary shall have the right pursuant to this subsection. Notwithstanding anything herein or at law or in equity to the contrary, none of the Awards paid to Beneficiary under this Section shall be deemed trust funds and Beneficiary shall be entitled to dispose of the same as provided in this Section.

(d) Notwithstanding any condemnation, taking or other proceeding referred to in this Section, Grantor shall continue to pay and perform the Obligations as provided herein. Any reduction in the Obligations resulting from such application shall be deemed to take effect only on the date of receipt by Beneficiary of such Awards and application against the Obligations, provided that if prior to the receipt by Beneficiary of such Awards the Mortgaged Property shall have been sold on foreclosure of this Deed of Trust, or shall have been transferred by deed in lieu of foreclosure of this Deed of Trust, Beneficiary shall have the right to receive the same to the extent of any deficiency found to be due upon such sale, with legal interest thereon together with attorneys' fees and disbursements incurred by Beneficiary in connection with the collection thereof.

2.12. Notice Limiting Amount. Grantor covenants that it will not, without the prior written consent of Beneficiary, file of record any notice limiting the maximum principal amount secured by this Deed of Trust.

2.13. Tax and Insurance Escrow. If at any time required by Beneficiary, Grantor shall deposit with and pay to Beneficiary, on each payment date specified in the Note, a sum equivalent to one-twelfth (1/12) of the estimated annual Taxes assessed or levied against the Premises and one-twelfth (1/12) of the annual premiums for insurance required by this Deed of Trust to be furnished by Grantor. Beneficiary shall use such deposits to pay the Taxes and insurance premiums when the same become due. Beneficiary shall not be liable for interest on such deposits. Grantor shall procure and deliver to Beneficiary, in advance, statements for such charges. If the total payments made by Grantor under this paragraph exceed the amount of payments actually made by Beneficiary for Taxes and insurance premiums, such excess shall be credited by Beneficiary on subsequent deposits to be made by Grantor. If, however, the deposits are insufficient to pay the Taxes and insurance premiums when the same shall be due and payable, Grantor will pay to Beneficiary any amount necessary to make up the deficiency, on or before the date when payment of such Taxes and insurance premiums shall be due. If at any time Grantor shall tender to Beneficiary, in accordance with the provisions of this Deed of Trust, full payment of the Obligations, Beneficiary shall, in computing the amount of such indebtedness, credit to the account of Grantor any balance remaining in the funds accumulated and held by

Beneficiary under the provisions of this paragraph. If there is a default under any of the provisions of this Deed of Trust resulting in a public sale of the Premises, or if Beneficiary otherwise acquires the Premises after default, Beneficiary shall apply, at the time of commencement of such proceedings, or at the time the Premises are otherwise acquired, the balance then remaining in the funds accumulated under this paragraph as a credit on the Obligations. The enforceability of the covenants relating to Taxes and insurance premiums provided for in this Deed of Trust shall not be affected except to the extent that said covenants have been actually satisfied by compliance with this paragraph.

2.14. Inspection. Grantor shall permit Beneficiary, by its agents, engineers, appraisers, accountants and attorneys, to visit and inspect the Premises and the books and record, relative thereto at such times as may be requested by Beneficiary.

2.15. Mortgage Taxes. In the event of the enactment after the date hereof of any applicable law deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon Trustee or Beneficiary the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Grantor, or changing in any way the laws relating to the taxation of deeds of trust or debts secured by deeds of trust or the interest of Trustee or Beneficiary in the Premises, or the manner of collection of taxes, so as to affect this Deed of Trust or the debt secured hereby or the holder thereof, then and in any such event Grantor shall, upon demand by Beneficiary, pay such taxes or assessments or reimburse Beneficiary therefor; provided, however, that, if in the opinion of counsel for Beneficiary (a) it might be unlawful to require Grantor to make such payment, or (b) the making of such payment might be construed as imposing a rate of interest beyond the maximum permitted by law, then and in such event Beneficiary may elect to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of written notice of such election to Grantor.

2.16. Additional Advances and Disbursements.

(a) Grantor agrees that, if Grantor shall default in any of its obligations hereunder, then Beneficiary shall have the right without notice to Grantor to advance all or any part of amounts owing or to perform any or all required actions. No such advance or performance shall be deemed to have cured such default by Grantor or any Event of Default with respect thereto. All sums advanced and all expenses incurred by Beneficiary in connection with such advances or actions, and all other sums advanced or expenses incurred by Beneficiary hereunder or under applicable law (whether required or optional and whether indemnified hereunder or not) shall be part of the Obligations, shall bear interest at the Default Rate (as defined in the Note) and shall be secured by this Deed of Trust.

(b) This Deed of Trust secures not only existing indebtedness, but also future or additional advances made pursuant hereto or to the Loan Agreement, regardless of whether such advances are obligatory or optional, up to the maximum amount stated on the front page hereof. Beneficiary has no obligation to advance up to such maximum amount, it being agreed that Beneficiary's obligations with respect to such advances are fully set forth in the Loan Agreement.

2.17. Other Expense. Grantor will pay or, on demand, reimburse Beneficiary or any holder of the Obligations for the payment of any and all costs or expenses (including attorneys' fees and disbursements) incurred in connection with (i) any default or Event of Default by Grantor hereunder, (ii) the exercise or enforcement by or on behalf of Beneficiary or any holder of the Obligations of any of its rights or of Grantor's obligations under the Loan Documents or (iii) the granting, administration, enforcement and closing of the transactions contemplated hereunder.

2.18. Indemnity. Grantor agrees to indemnify, defend and hold harmless Trustee, Beneficiary, the holders of the Obligations and their respective officers, directors, partners, employees, agents and shareholders (the "indemnified parties") from and against any and all losses, damages, claims, causes of action, judgment, settlements, fines, penalties and expenses (including attorneys' fees and disbursements) which may be imposed on, incurred by or asserted against any of the indemnified parties resulting from (i) any misrepresentation or breach of any covenant or warranty of Grantor herein or in the Loan Documents, (ii) any Event of Default, (iii) any personal injury, death or property damage arising out of the ownership, use or occupation of the Mortgaged Property, (iv) any condition of the Mortgaged Property or Collateral, including, without limitation, those conditions regulated by environmental, health and/or safety laws, rules, regulations, ordinances or codes, or (v) any transaction in any way connected with the Mortgaged Property, the Collateral or the Loan Documents, except to the extent any such loss, damage, claim, cost or expense is the result of the willful misconduct or gross negligence of the indemnified party. Any amount payable under this Section shall be deemed a demand obligation, shall be added to and become a part of the Obligations, shall bear interest at the Default Rate, and shall be secured by this Deed of Trust.

2.19. Transfer Restrictions. Grantor acknowledges that the continuous ownership of the Mortgaged Property by Grantor is a material inducement to Beneficiary to make the loan secured by this Deed of Trust. Any one or more of the following (collectively referred to herein as "Transfers") shall constitute an Event of Default hereunder if Beneficiary's prior written consent thereto has not been obtained: (i) the sale, grant, conveyance, assignment, lease or other transfer, by operation of law or otherwise, of the Mortgaged Property, or any legal, beneficial or equitable interest therein or the entering into of an agreement, grant of an option or other action which may result in any such transaction; (ii) the sale or transfer (whether voluntary or involuntary or by operation of law or otherwise) of any general partnership interest in Grantor; or (iii) a merger, consolidation, or other form of reorganization of Grantor, whether voluntary or involuntary, by operation of law or otherwise. In addition, the execution and delivery of any documentation relating to a transfer of, or the granting of a right to utilize, any development rights appurtenant to the Mortgaged Property shall be deemed a Transfer of the Mortgaged Property. Any person or legal representative of Grantor to whom Grantor's interest in the Mortgaged Property passes by operation of law, or otherwise, shall be bound by the provisions of this Deed of Trust. The provisions of this Section shall apply to each and every such Transfer of all or any portion of the Mortgaged Property or any legal or equitable interest therein, regardless whether or not Beneficiary has consented to, or waived by its action or inaction its rights hereunder with respect to any previous Transfer of all or any portion of the Mortgaged Property or any legal or equitable interest therein.

2.20. Financial Statements and Other Disclosures. Grantor represents and warrants to Beneficiary that all financial statements and credit applications delivered by Grantor to Beneficiary accurately reflect the financial condition and operations of Grantor at the times and for the periods therein stated. So long as this Deed of Trust is in force and effect, Grantor agrees to deliver to Beneficiary, within 120 days after the end of each of Grantor's fiscal years, financial statements, and a copy of its federal tax returns and any additional financial information requested by Beneficiary.

ARTICLE III.

3.1. Assignment of Leases and Rents.

(a) Grantor does hereby grant, bargain and sell, transfer, assign and set over to Beneficiary, as further security for the payment of the Obligations, all of Grantor's right, title and interest in and to the Leases and the Rents payable thereunder and any and all deposits held as security under the Leases, whether before or after foreclosure or during the full period of redemption, if any, and shall, upon demand, deliver to Beneficiary an executed counterpart of each Lease. The assignment of the Leases and Rents, and of the aforesaid rights with respect thereto, is intended to be and is an absolute, current and present assignment from Grantor to Beneficiary and not merely the passing of a security interest. Such assignment and grant shall continue in effect until the Obligations are paid, the execution of this Deed of Trust constituting and evidencing the irrevocable consent of Grantor to the entry upon and taking possession of the Premises by Beneficiary pursuant to such grant, regardless of whether foreclosure has been instituted and without applying for a receiver.

(b) Until the occurrence of an Event of Default hereunder, Grantor shall be entitled to collect and receive the Rents. Such right of Grantor to collect and receive said Rents shall be automatically revoked upon the occurrence of an Event of Default and thereafter Beneficiary shall have the right and authority to exercise any of the remedies granted to it under this Deed of Trust. In addition, upon such an Event of Default, Grantor shall promptly pay to Beneficiary all rent prepayments and security or other deposits paid to Grantor pursuant to any Lease assigned hereunder. Nothing contained in this Section shall be construed to bind Beneficiary to the performance of any of the covenants, conditions or provisions contained in any Lease or otherwise to impose any obligation on Beneficiary (including any liability under the covenant of quiet enjoyment contained in any Lease or under any applicable law in the event that any tenant shall have been joined as a party defendant in any action to foreclose this Deed of Trust and shall have been barred and foreclosed thereby of all right, title and interest and equity of redemption in the Premises), except that Beneficiary shall be accountable for any money actually received pursuant to such assignment.

(c) Grantor is executing and delivering to Beneficiary, on the date hereof, an Assignment of Leases and Rents in favor of Beneficiary. If any provision of this Article III conflicts with any of the provisions of the Assignment of Leases and Rents, the provisions of the Assignment of Leases and Rents shall govern, otherwise the provisions of this Deed of Trust shall govern if there are any conflicting provisions between this Deed of Trust and the Assignment of Leases and Rents.

ARTICLE IV.

4.1. Creation of Security Interest. Grantor hereby grants to Beneficiary a security interest in, and does hereby collaterally assign, pledge, mortgage, convey and set over unto the Beneficiary, all the property, whether presently owned by Grantor or hereafter acquired, described as the "Collateral" in Exhibit C attached hereto, and all of Grantor's present and hereafter acquired right, title and interest in and to the Collateral, for the purpose of securing payment and performance of all the Obligations.

4.2. Warranties, Representations and Covenants of Grantor. Grantor hereby warrants, represents and covenants as follows:

(a) Grantor is and will be the sole owner of the Collateral, which is and shall be kept free from any lien, security interest, encumbrance or adverse claim of any kind. Grantor will not permit any financing statement to be filed with respect to the Collateral or any portion thereof except in favor of Beneficiary. Grantor will notify Beneficiary of, and will defend the Collateral against, all claims and demands of all persons at any time claiming the same or any interest therein.

(b) The Collateral will not be used and was not purchased for personal, family or household purposes.

(c) The Collateral will be kept on the Premises and Grantor will not remove the Collateral from the Premises, except in the ordinary course of business, without the prior written consent of Beneficiary.

(d) At the request of Beneficiary, Grantor has or will execute one or more financing statements identifying the Collateral and evidencing the security interest of Beneficiary in the Collateral pursuant to the requirements of Uniform Commercial Code and in form satisfactory to Beneficiary. Grantor will pay the cost of filing the same in all public offices wherever filing is deemed by Beneficiary to be necessary or desirable.

(e) Without the prior written consent of Beneficiary, Grantor will not sell, exchange, dispose of, lease, or otherwise transfer or otherwise deal with the Collateral or any portion or interest therein, except in the ordinary course of business. All after-acquired property of the Grantor located on the Premises shall immediately be and become, without any other act on the part of the Grantor, subject to the security interest and lien of the security interest granted in this Deed of Trust, which security interest shall be prior to any other security interest or lien on such property. If the Collateral or any part thereof is sold, transferred, exchanged, or otherwise disposed of, the security interest of Beneficiary shall extend to the proceeds of such sale, transfer, exchange or other disposition.

(f) Grantor will keep the Collateral free from any lien, security interest or encumbrance and in good condition and repair. From time to time and at the request of Beneficiary, Grantor will make necessary or desirable repairs, replacements, renewals and additions to the Collateral which may be required by reason of use, wear, obsolescence, damage

or destruction, however caused, to the end that the efficiency of the business conducted on the Premises shall not be impaired. Grantor will not misuse, abuse, allow to deteriorate, waste or destroy the Collateral or any part thereof, except for ordinary wear and tear in the course of its normal and expected use. Grantor will not use the Collateral in violation of any statute or governmental rule, regulation or ordinance.

(g) Grantor will pay prior to delinquency all taxes and assessments assessed against the Collateral, imposed on account of its use or operation or imposed upon the Beneficiary's Note ("Impositions") and shall deliver to Beneficiary, within ten (10) days after the due date of each Imposition a receipt, or other evidence satisfactory to Beneficiary, of the payment thereof.

(h) At the Beneficiary's reasonable request, Grantor will execute any document, will procure any document and will do all other acts which from the character or use of the Collateral may be reasonably necessary to protect the Collateral against the rights, claims or interests of third persons, and will otherwise preserve the Collateral as security hereunder.

(i) Grantor shall furnish promptly to Beneficiary such information concerning the Collateral as Beneficiary may from time to time request. Grantor shall permit and hereby authorizes Beneficiary to examine and inspect the Collateral and any portion thereof wherever the same may be located. Grantor shall, at the request of Beneficiary, assemble the Collateral or such portion thereof as may be designated by Beneficiary, together with all documents and records pertaining thereto, at such place as Beneficiary may designate.

(j) That this Deed of Trust, the Note and all other documents executed and delivered to Beneficiary in connection herewith were executed in accordance with the requirements of law and are valid, binding and enforceable in accordance with their terms.

(k) That the execution of this Deed of Trust, the Note and any other document executed and delivered to Beneficiary in connection herewith, and the full and complete performance of the provisions hereof and thereof, will not result in any breach of, or constitute a default under any indenture, mortgage, bank loan or credit agreement or other agreement or instrument to which Grantor is a party or by which Grantor is bound, and will not result in the creation of any lien, charge or encumbrance (other than those in favor of Beneficiary) upon any property or assets of Grantor.

(l) The Improvements, existing and proposed, and their intended use will, when completed, comply fully with all applicable environmental, air quality, zoning, planning, building, subdivision and other governmental laws and requirements.

(m) The Mortgaged Property complies with all applicable subdivision laws, ordinances, regulations, rules and other requirements.

(n) Grantor is not in default with respect to any existing indebtedness or obligation.

(o) Grantor has the power and authority to enter into and perform all terms and conditions of this Deed of Trust, the Note, and all other documents executed in connection with this transaction, and to incur the obligations herein and therein provided for.

(p) Unless previously disclosed to Beneficiary in writing, Grantor has not made any agreement or taken any action which may cause anyone to become entitled to a commission or finder's fee as a result of the making of any loan to Grantor by Beneficiary.

4.3. Preservation of Collateral by Beneficiary. Should Grantor fail or refuse to make any payment, perform or observe any other covenant, condition or obligation, or take any other action required by the terms of this Deed of Trust at the time or in the manner herein provided, then Beneficiary may, at Beneficiary's sole discretion, without notice to or demand upon Grantor, and without releasing Grantor from any obligation, covenant or condition hereof, make, perform, observe, take or do the same in such manner and to such extent as Beneficiary may deem necessary to protect its security interest in or the value of the Collateral. Furthermore, Beneficiary may commence, defend, appeal or otherwise participate in any action or proceeding purporting to affect its security interest in or the value of the Collateral. Grantor hereby agrees to reimburse Beneficiary on demand for any payment made, or any expense incurred by Beneficiary pursuant to the foregoing authorization (including court costs and reasonable attorneys' fees and disbursements), and agrees further to pay interest thereon from the date of said payment or expenditure at the rate specified in the Note.

4.4. Use of Collateral by Grantor. Until default be made hereunder, Grantor may have possession of the Collateral and use it in any lawful manner contemplated in the Loan Agreement and consistent with this Deed of Trust and any Policy of insurance affecting the Collateral.

ARTICLE V.

5.1. Events of Default. The occurrence of any one or more of the following shall constitute an "Event of Default" as that term is used in this Deed of Trust, and any Event of Default which may occur hereunder shall constitute an Event of Default under each of the other Loan Documents:

(a) a failure of Grantor to make any payment of principal, interest or other amounts due under the Loan Agreement or the Note when and as the same shall become due;

(b) a failure of Grantor to observe or perform any of the covenants or obligations of Grantor under this Deed of Trust or in any of the other Loan Documents;

(c) the failure of a representation or warranty of Grantor to be true in a material respect;

(d) the occurrence of any Event of Default (as defined in the Loan Agreement);

(e) if Grantor abandons the Premises or ceases to do business or terminates its business for any reason whatsoever;

(f) if the Mortgaged Property shall be taken, attached or sequestered on execution or other process of law in any action against Grantor;

(g) if any claim of priority (except a claim based upon a Permitted Encumbrance) to this Deed of Trust or any other document or instrument securing the Obligations by title, lien or otherwise shall be upheld by any court of competent jurisdiction or shall be consented to by Grantor;

(h) the filing of any petition, or the commencement of any case or proceeding, or the entry of any order for relief, under the Federal Bankruptcy Code or any other federal or state law relating to insolvency, bankruptcy, reorganization, or composition of debts by Grantor or any guarantor or endorser of the Note or any other obligation of Grantor to Beneficiary; or any adjudication that Grantor or any such guarantor or endorser is insolvent or bankrupt;

(i) if Beneficiary, in good faith and after the exercise of due diligence, believes the prospect of payment of the Note or any other obligation secured by this Deed of Trust is impaired, or believes that a substantial part of Grantor's property is in danger of loss, misuse, seizure or confiscation;

(j) (i) The filing of any petition or the commencement of any case or proceeding described in subparagraph 5.1(h) above against Grantor or against any endorser or guarantor of the Note or any other obligation of Grantor to Beneficiary, unless such petition and the case or proceeding initiated thereby are dismissed within sixty (60) days from the date of such filing; the filing of an answer by Grantor or such endorser or guarantor admitting the allegations of any such petition; or (ii) the appointment of or the taking of possession by a custodian, trustee or receiver for all or any assets of Grantor or any such endorser or guarantor, unless such appointment is vacated or dismissed or such possession is terminated within thirty (30) days from the earlier of the date of such appointment or commencement of such possession, but not later than five (5) days before the proposed sale of any assets of Grantor or any such endorser or guarantor by such custodian, trustee or receiver;

(k) the insolvency of Grantor or of any guarantor or endorser of the Note or any other obligation of Grantor to Beneficiary; or the execution by Grantor or any such guarantor or endorser of an assignment for the benefit of creditors; or the convening by Grantor or any such guarantor or endorser of a meeting of its creditors, or any class thereof, for purposes of effecting a moratorium upon or extension or composition of its debts; or the failure of Grantor or of any such guarantor or endorser to pay its debts as they mature; or if Grantor or any such guarantor or endorser is generally not paying its debts as they mature;

(l) the admission in writing by Grantor or any endorser or guarantor of the Note or any other obligation of Grantor to Beneficiary that it is unable to pay its debts as they mature or that it is generally not paying its debts as they mature;

(m) the liquidation, termination or dissolution of Grantor or any guarantor or endorser of the Note or any other obligation of Grantor to Beneficiary which are corporations, partnerships or joint ventures;

(n) the sale, lease, exchange, conveyance or transfer, of any legal or equitable interest in and to the Mortgaged Property, or the agreement to do so; or the mortgage, assignment, pledge or encumbrance, either voluntarily or involuntarily, or the agreement to do so, without the prior written consent of Beneficiary being first obtained, or the levy, attachment, foreclosure, or seizure, of (i) any right, title or interest of Grantor or of any successor to Grantor, in and to the Mortgaged Property; or (ii) any material portion of the assets of Grantor or of any successor to Grantor;

(o) the falsity or misleading nature of any material representation or warranty contained herein or any representation to Beneficiary concerning the financial condition or credit standing of either Grantor or any endorser or guarantor of the Note or any other obligation of Grantor to Beneficiary;

(p) the failure of Grantor to make any deposit of funds required hereunder or under the Note within the time period provided herein or in the Note, or in the absence of such a provision, within five (5) days after written demand therefor from Beneficiary;

(q) the existence of any encroachment upon the Mortgages Property which has occurred without the approval of Beneficiary and which is not removed or corrected within thirty (30) days after its creation, or if litigation to remove or correct such encroachment is not instigated by Grantor within such thirty (30) day period and thereafter diligently prosecuted.

(r) the filing of any claim of lien against the Premises, any improvements thereon or any part thereof, or any interest or right made appurtenant thereto or the service on Beneficiary, as a disburser, of any notice to withhold funds and the continued maintenance of said claim of lien or notice to withhold for a period of ten (10) days after notice of the same without discharge or satisfaction thereof or provision therefor satisfactory to Beneficiary in its sole discretion, including the posting of a bond or indemnification satisfactory to Beneficiary;

(s) the obtaining by any person of an order or decree in any court of competent jurisdiction enjoining the construction or development of any improvements needed for the operation of Grantor's business on the Mortgaged Property or enjoining or prohibiting Grantor or Beneficiary or both of them from performing any of their agreements or obligations with respect to this Deed of Trust, which proceedings are not discontinued and such decree is not vacated within thirty (30) days after the granting thereof;

(t) the sale, pledge, transfer or assignment of any of the Managers of Grantor of any of their interest in Grantor, or the withdrawal or the admittance of any Managers into Grantor without the prior written consent of Beneficiary; and

(u) the failure of Grantor to keep in full force and effect any license or franchise agreement to which it is a party.

5.2. Remedies. Upon the occurrence of any one or more Events of Default, or any Transfer without the consent of Beneficiary, Trustee or Beneficiary may, in addition to any rights or remedies available to it hereunder or under the other Loan Documents and to the extent

permitted by applicable law, take such action personally or by its agents or attorneys, with or without entry, and without notice, demand, presentment or protest (each and all of which are hereby waived), as it deems necessary or advisable to protect and enforce its rights and remedies against Grantor and in and to the Mortgaged Property, including any one or more of the following actions, each of which may be pursued concurrently or otherwise, at such time and in such order as Beneficiary may determine, in its sole discretion, without impairing or otherwise affecting its other rights or remedies:

(a) Accelerate Debt. Declare the entire balance of the Obligations to be immediately due and payable, and upon any such declaration, the entire unpaid balance of the Obligations shall become and be immediately due and payable, without presentment, demand, protest or further notice of any kind, all of which are hereby expressly waived by Grantor, anything in any other Loan Documents to the contrary notwithstanding.

(b) Foreclosure. Institute a proceeding or proceedings, Judicial or otherwise, for the complete or partial foreclosure of this Deed of Trust under any applicable provision of law.

(c) Power of Sale. In such manner as is required by applicable law, sell the Mortgaged Property, and all estate, right, title, interest, claim and demand of Grantor therein, and all rights of redemption thereof, at one or more sales, as an entirety or in parcels, with such elements of real and/or personal property, at public venue at the place which is proper for the conduct of such sale the jurisdiction in which the Mortgaged Property is located to the highest bidder for cash at such time and place and upon such terms as it may deem expedient, or as may be required by applicable law, after first giving notice as required by applicable law, and in the event of a sale, by foreclosure, power of sale or otherwise, of less than all of the Mortgaged Property, this Deed of Trust shall continue as a lien and security interest on the remaining portion of the Mortgaged Property.

(d) Specific Performance. Institute an action, suit or proceeding in equity for the specific performance of any of the provisions contained in the Loan Documents.

(e) Receiver. Apply for the appointment of a receiver, custodian, trustee, liquidator or conservator of the Mortgaged Property, to be vested with the fullest powers permitted under applicable law, as a matter of right and without regard to, or the necessity to disprove, the adequacy of the security for the Obligations or the solvency of Grantor or any other person liable for the payment of the Obligations. Grantor and each other person so liable waives or shall be deemed to have waived such necessity and consents or shall be deemed to have consented to such appointment.

(f) Right of Entry. Enter upon the Premises, and exclude Grantor and its agents and servants wholly therefrom, without liability for trespass, damages or otherwise, and take possession of all books, records and accounts relating thereto and all other Mortgaged Property, and Grantor agrees to surrender possession of the Mortgaged Property and of such books, records and accounts to Trustee or Beneficiary on demand after the occurrence of any Event of Default; and having and holding the same may use, operate, manage, preserve, control

and otherwise deal therewith and conduct the business thereof, either personally or by its superintendents, managers, agents, servants, attorneys or receivers, without interference from Grantor; and upon each such entry and from time to time thereafter may, at the expense of Grantor and the Mortgaged Property, without interference by Grantor and as Beneficiary may deem advisable, (i) insure or reinsure the Premises, (ii) make all necessary or proper repairs, renewals, replacements, alterations, additions, betterments and improvements thereto and thereon and (iii) in every such case in connection with the foregoing have the right to exercise all rights and powers of Grantor with respect to the Mortgaged Property, either in Grantor's name or otherwise.

(g) Collect Rent. With or without the entrance upon the Premises, collect, receive, sue for and recover in its own name all rents and cash collateral derived from the Mortgaged Property, and after deducting therefrom all costs, expenses and liabilities of every character incurred by Trustee or Beneficiary in collecting the same and in using, operating, managing, preserving and controlling the Mortgaged Property, and otherwise in exercising Trustee's or Beneficiary's rights under subsection (f) of this Section, including all amounts necessary to pay taxes, insurance premiums and other charges in connection with the Premise, as well as compensation for the services of Trustee or Beneficiary and their respective attorneys, agents and employees, to apply the remainder as provided in Section 5.5.

(h) Substitution of Collateral. Release any portion of the Mortgaged Property for such consideration as Beneficiary may require without, as to the remainder of the Mortgaged Property, in any way impairing or affecting the lien or priority of this Deed of Trust, or improving the position of any subordinate lienholder with respect thereto, except to the extent that the Obligations shall have been reduced by the actual monetary consideration, if any, received by Beneficiary for such release and applied to the Obligations, and may accept by assignment, pledge or otherwise any other property in place thereof as Beneficiary may require without being accountable for so doing to any other lienholder.

(i) Security Agreement.

(1) Require Grantor to assemble the Collateral, or any portion thereof, at any place or places designated by Beneficiary, and promptly to deliver such Collateral to Beneficiary, or an agent or representative designated by it.

(2) Publicly or privately sell or otherwise dispose of the Collateral, without necessarily having the Collateral at the place of sale, lease or disposition, and upon terms and in such manner as Beneficiary may determine. Beneficiary may be a purchaser of the Collateral at any public sale. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Beneficiary will give Grantor notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made. Such notice, if given to the Grantor as part of the notice required to be given of any sale held under Section 5.2(c) of this Deed of Trust or, if given, at least twenty (20) days prior to the date of any public sale or disposition held other than under said Section 5.2(c), shall constitute reasonable notice of such sale or other disposition.

(3) Notify any account debtor or any other party obligated on or with respect to any of the Collateral to make payment to Beneficiary or its nominee of any amounts due or to become due thereunder or with respect thereto and otherwise perform its obligations with respect to the Collateral on behalf of and for the benefit of Beneficiary. Beneficiary may enforce collection and performance with respect to any of the Collateral by suit or otherwise, in its own name or in the name of Grantor or a nominee, and surrender, release, or exchange all or any part thereof; and compromise, extend or renew (whether or not for longer than the original period) or transfer, assign or endorse for collection or otherwise, any indebtedness or obligation with respect to the Collateral, or evidenced thereby, and upon request of Beneficiary, Grantor will, at its own expense, notify any person obligated on or with respect to any of the Collateral to make payment and performance directly to, in the name of, and on behalf of Beneficiary of any amounts or performance due or to become due thereunder or with respect thereto.

(4) Exercise any remedies of a secured creditor under the Uniform Commercial Code or any other applicable law.

(j) Interest After Default. If any payment due hereunder or under the other Loan Documents is not paid in full when due, whether by acceleration or otherwise, then the same shall bear interest hereunder at the default rate set forth in the Notice, and such interest shall be added to and become a part of the Obligations and shall be secured hereby.

(k) Other Action. Take any other action, or pursue any other right or remedy, as Trustee or Beneficiary may have under applicable law, and Grantor does hereby grant the same to Trustee or Beneficiary.

In the event that Trustee or Beneficiary shall exercise any of the rights or remedies set forth in subsections (f) and (g) of this Section, Trustee or Beneficiary shall not be deemed to have entered upon or taken possession of the Mortgaged Property except upon the exercise of its option to do so, evidenced by its demand and overt act for such purpose, nor shall it be deemed a Trustee or Beneficiary in possession by reason of such entry or taking possession. Neither Trustee nor Beneficiary shall be liable to account for any action taken pursuant to any such exercise other than for Rents actually received by Beneficiary, nor liable for any loss sustained by Grantor resulting from any failure to let the Premises, or from any other act or omission of Trustee or Beneficiary except to the extent such loss is caused by the willful misconduct or bad faith of Trustee or Beneficiary.

5.3. Rights Pertaining to Sales. Subject to the provisions or other requirements of law and except as otherwise provided herein, the following provisions shall apply to any sale or sales of all or any portion of the Mortgaged Property under or by virtue of this Article, whether made under the power of sale herein granted or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale:

(a) Trustee or Beneficiary may conduct any number of sales from time to time. The power of sale remedy set forth in Section 5.2(c) hereof shall not be exhausted by any one or more such sales as to any part of the Mortgaged Property which shall not have been sold,

nor by any sale which is not completed or is defective in Beneficiary's opinion, until the Obligations shall have been paid in full.

(b) Any sale may be postponed or adjourned by public announcement at the time and place appointed for such sale or for such postponed or adjourned sale without further notice.

(c) After each sale, Trustee or an officer of any court empowered to do so shall execute and deliver to the purchaser or purchasers at such sale a good and sufficient instrument or instruments granting, conveying, assigning and transferring all right, title and interest of Grantor in and to the property and rights sold and shall receive the proceeds of said sale or sales and apply the same as herein provided. Each of Trustee and Beneficiary is hereby appointed the true and lawful attorney-in-fact of Grantor, which appointment is irrevocable and shall be deemed to be coupled with an interest, in Grantor's name and stead, to make all necessary conveyances, assignments, transfers and deliveries of the property and rights as sold, and for that purpose Trustee and Beneficiary may execute all necessary instruments of conveyance, assignment, transfer and delivery, and may substitute one or more persons with like power, Grantor hereby ratifying and confirming all that said attorney or such substitute or substitutes shall lawfully do by virtue thereof. Nevertheless, Grantor, if requested by Trustee or Beneficiary, shall ratify and confirm any such sale or sales by executing and delivering to Trustee, Beneficiary or such purchaser or purchasers all such instruments as may be advisable, in Trustee's or Beneficiary's judgment, for the purposes as may be designated in such request.

(d) Any and all statements of fact or other recitals made in any of the instruments referred to in subsection (c) of this Section given by Trustee or Beneficiary as to nonpayment of the Obligations, or as to the occurrence of any Event of Default, or as to Beneficiary having declared all or any of the Obligations to be due and payable, or as to the request to sell, or as to notice of time, place and terms of sale and of the property or rights to be sold having been duly given, or as to the refusal, failure or inability to act of Trustee, or as to the appointment of any substitute or successor trustee, or as to any other act or thing having been duly done by Grantor, Beneficiary, or by Trustee, shall be taken as conclusive and binding against all persons as Beneficiary may appoint or delegate any one or more persons as agent to perform any act or acts necessary or incident to any sale so held, including the posting of notices and the conduct of sale, but such acts are to be performed in the name and on behalf of Trustee.

(e) The receipt of Trustee or Beneficiary for the purchase money paid at any such sale, or the receipt of any other person authorized to receive the same, shall be sufficient discharge therefor to any purchaser of any property or rights sold as aforesaid, and no such purchaser, or its representatives, grantees or assigns, after paying such purchase price and receiving such receipt, shall be bound to see to the application of such purchase price or any part thereof upon or for any trust or purpose of this Deed of Trust or, in any manner whatsoever, be answerable for any loss, misapplication or nonapplication of any such purchase money, or part thereof, or be bound to inquire as to the authorization, necessity, expediency or regularity of any such sale.

(f) Any such sale or sales shall operate to divest Grantor of all right, title, interest, claim and demand whatsoever, whether at law or in equity, of Grantor in and to the properties and rights so sold, and shall be a perpetual bar both at law and in equity against Grantor and any and all persons claiming or who may claim the same, or any part thereof or any interest therein, by, through or under Grantor to the fullest extent permitted by applicable law.

(g) Upon any such sale or sales, Beneficiary may bid for and acquire the Mortgaged Property and, in lieu of paying cash therefor, may make settlement for the purchase price by crediting against the Obligations the amount of the bid made therefor, after deducting therefrom the expenses of the sale, the cost of any enforcement proceeding hereunder, and any other sums which Trustee or Beneficiary is authorized to deduct under the terms hereof, to the extent necessary to satisfy such bid.

(h) In the event that Grantor, or any person claiming by, through or under grantor, shall transfer or refuse or fail to surrender possession of the Mortgaged Property after any sale thereof, then Grantor, or such person, shall be deemed a tenant at sufferance of the purchaser at such sale, subject to eviction by means of forcible entry and unlawful detainer proceedings, or subject to any other right or remedy available hereunder or under applicable law.

(i) Upon any such sale, it shall not be necessary for Trustee, Beneficiary or any public officer acting under execution or order of court to have present or constructively in its possession any of the Mortgaged Property.

(j) In the event a foreclosure hereunder shall be commenced by Trustee or Beneficiary, Beneficiary may at any time before the sale of the Mortgaged Property abandon the sale, and may institute suit for the collection of the Obligations and for the foreclosure of this Deed of Trust, or in the event that Beneficiary should institute a suit for collection of the Obligations, and for the foreclosure of this Deed of Trust, Beneficiary may at any time before the entry of final Judgment in said suit dismiss the same and require Trustee or Beneficiary to sell the Mortgaged Property in accordance with the provisions of this Deed of Trust.

5.4. Expenses. In any proceeding, judicial or otherwise, to foreclose this Deed of Trust or enforce any other remedy of Trustee or Beneficiary under the Loan Documents, there shall be allowed and included as an addition to and a part of the Obligations in the decree for sale or other Judgment or decree all expenditures and expenses which may be paid or incurred in connection with the exercise by Trustee or Beneficiary of any of its rights and remedies provided or referred to in Section 5.2, or any comparable provision of any other Loan Document, together with interest thereon at the default rate set forth in the Note, and the same shall be part of the Obligations and shall be secured by this Deed of Trust

5.5. Application of Proceeds. The purchase money, proceeds or avails of any sale referred to in Section 5.2, together with any other sums which may be held by Trustee or Beneficiary hereunder, whether under the provisions of this Article or otherwise, shall, except as herein expressly provided to the contrary, be applied as follows:

First: To the payment of the costs and expenses of any such sale, including compensation to Trustee, Beneficiary, their agents and counsel, and of any Judicial proceeding wherein the same may be made, and of all expenses, liabilities and advances made or incurred by Trustee or Beneficiary hereunder, including, without limitation, the cost of obtaining title reports and/or insurance, together with interest thereon as provided herein, and all taxes and other charges, except any taxes or other charges subject to which the Mortgaged Property shall have been sold.

Second: To the payment in full of the monetary obligations (including principal, interest, premium and fees) in such order as Beneficiary may elect.

Third: To the payment of any other sums secured hereunder or required to be paid by Grantor pursuant to any provision of the Loan

Fourth: To the extent permitted by applicable law, to be set aside by Beneficiary as adequate security in its judgment for the payment of sums which would have been paid by application under clauses First through Third above to Beneficiary, arising out of an obligation or liability with respect to which Grantor has agreed to indemnify Beneficiary, but which sums are not yet due and payable or liquidated.

Fifth: To the payment of any withholding tax in accordance with applicable Federal, state or local law.

Sixth: To the payment of the surplus, if any, to whomsoever may be lawfully entitled to receive the same including, but not limited to, the Grantor.

5.6. Additional Provisions as to Remedies.

(a) No delay or omission by Trustee or Beneficiary to exercise any right or remedy hereunder upon any default or Event of Default shall impair such exercise, or be construed to be a waiver of any such default or Event of Default.

(b) The failure, refusal or waiver (by consent, waiver or otherwise) of Trustee or Beneficiary to assert any right or remedy hereunder upon any default or Event of Default or other occurrence shall not be construed as waiving such right or remedy upon any other or subsequent default or Event of Default or other occurrence.

(c) Neither Trustee nor Beneficiary shall have any obligation to pursue any rights or remedies it may have under any other agreement prior to pursuing its rights or remedies hereunder or under the other Loan Documents.

(d) Acceptance of any payment after the occurrence of any default or Event of Default shall not be deemed a waiver or a cure of such default or Event of Default, and acceptance of any payment less than any amount then due shall be deemed an acceptance on account only.

(e) In the event that Trustee or Beneficiary shall have proceeded to enforce any right or remedy hereunder by foreclosure, sale, entry or otherwise, and such proceeding shall be discontinued, abandoned or determined adversely for any reason, then Grantor and Beneficiary shall be restored to their former positions and rights hereunder with respect to the Mortgaged Property, subject to the lien hereof.

5.7. Waiver of Rights and Defenses. To the full extent Grantor may lawfully do so, Grantor agrees with Beneficiary as follows:

(a) Grantor will not claim or take the benefit of any statute or rule of law now or hereafter in force providing for any appraisal, valuation, stay, extension, moratorium or redemption, or of any statute of limitations, and Grantor, for itself and its heirs, devisees, representatives, successors and assigns, and for any and all persons ever claiming an interest in the Mortgaged Property (other than Beneficiary and Trustee), hereby waives and releases all rights of redemption, valuation, appraisal, notice of intention to mature or declare due the whole of the Obligations, and all rights to a marshaling of the assets of Grantor, including the Mortgaged Property, or to a sale in inverse order of alienation, in the event of foreclosure of the liens and security interests created hereunder.

(b) Grantor shall not have or assert and hereby waives any right under any statute or rule of law pertaining to any of the matters set forth in subsection (a) of this Section, to the administration of estates of decedents or to any other matters whatsoever to defeat, reduce or affect any of the rights or remedies of Trustee or Beneficiary hereunder.

(c) Grantor hereby waives any defense to the recovery by Trustee or Beneficiary hereunder against Grantor or the Mortgaged Property of any deficiency after a nonjudicial sale. Without limiting the foregoing, Grantor waives any defense arising out of any such nonjudicial sale even though such sale operates to impair or extinguish any right of reimbursement or subrogation or any other right or remedy of Grantor against Beneficiary or any subsidiary of Beneficiary.

5.8. Exercise by Trustee. Notwithstanding anything herein to the contrary, Trustee (a) shall not exercise, or waive the exercise of, any of its rights or remedies hereunder (other than its right to reimbursement) except upon the request of Beneficiary, and (b) shall exercise, or waive the exercise of, any or all of such rights or remedies upon the request of Beneficiary and at the direction of Beneficiary as to the manner of such exercise or waiver, provided that Trustee shall have the right to decline to follow any such request or direction if Trustee shall be advised by counsel that the action or proceeding, or manner thereof, so directed may not lawfully be taken or waived.

ARTICLE VI.

6.1. Release of Lien. If all of the Obligations shall be fully satisfied, paid and performed, then and in that event only all rights and obligations hereunder (except for the rights and obligations set forth in Section 2.18) shall terminate and the Mortgaged Property shall become wholly released and cleared of the liens, security interests, conveyances and assignments

evidenced hereby. In such event Beneficiary shall, at the request of Grantor, deliver to Grantor, in recordable form, all such documents as shall be necessary to release the Mortgaged Property from the liens, security interests, conveyances and assignments created or evidenced hereby.

6.2. No Merger. If Beneficiary acquires title to the Mortgaged Property without expressly releasing this Deed of Trust, this Deed of Trust and the lien and security interest created hereby shall not be destroyed or terminated by the application of the doctrine of merger and, in such event, Trustee and Beneficiary shall continue to have and enjoy all of the rights and privileges of Trustee and Beneficiary hereunder as to each separate estate until such time as Beneficiary expressly elects in writing to release this Deed of Trust.

ARTICLE VII.

7.1. Provisions as to Payments, Advances. To the extent that any part of the Obligations is used to pay indebtedness accrued by any Permitted Encumbrance or other outstanding lien, security interest, charge or prior encumbrance against the Mortgaged Property or to pay in whole or in part the purchase price therefor, Beneficiary shall be subrogated to any and all rights, security interests and liens held by any owner or holder of the same, whether or not the same are released. Grantor agrees that, in consideration of such payment by Beneficiary, effective upon such payment Grantor shall and hereby does waive and release all demands, defenses and causes of action for offsets and payments with respect to the same.

7.2. Separability. If all or any portion of any provision of this Deed of Trust or any other Loan Documents shall be held to be invalid, illegal or unenforceable in any respect or in any Jurisdiction, then such invalidity, illegality or unenforceability shall not affect any other provision hereof or thereof, and such provision shall be limited and construed in such Jurisdiction as if such invalid, illegal or unenforceable provision or portion thereof were not contained herein or therein.

7.3. Notices. Any notice, demand, consent, approval, direction, agreement or other communication (any "Notice") required or permitted hereunder or under any other documents evidencing or securing the Note shall be in writing and shall be validly given when received if personally delivered, one (1) business day after deposit with Federal Express or other reputable national overnight delivery service, if sent by such means, or three (3) business days after deposit in the U.S. mails if mailed by United States mail, certified or registered mail, return receipt requested, postage prepaid, addressed to the person entitled to receive the same at their respective addresses set forth on the first page hereof. Any person shall have the right to change, from time to time, its address or addresses for the receipt of Notices by the giving of a Notice thereof as provided herein.

7.4. Right to Deal. In the event that ownership of the Mortgaged Property becomes vested in a person other than Grantor, Beneficiary may, without notice to Grantor, deal with such successor or successors in interest with reference to this Deed of Trust or the Obligations in the same manner as with Grantor, without in any way vitiating or discharging Grantor's liability hereunder or for the payment of the Obligations or being deemed a consent to such vesting.

7.5. Provisions Regarding Leases.

(a) Upon the foreclosure of the lien created hereby on the Mortgaged Property, as herein provided, any Lease then existing which is subordinate or has been subordinated to this Deed of Trust shall be terminated as a result of such foreclosure unless Beneficiary has entered into a written nondisturbance agreement with the tenant thereunder or unless Beneficiary has subordinated, in writing, this Deed of Trust to such Lease.

(b) If both the lessor's and the lessee's interest under any Lease which constitutes a part of the Premises shall at any time become vested in any one person, this Deed of Trust and the lien and security interest created hereby shall not be destroyed or terminated by the application of the doctrine of merger and, in such event, Trustee and Beneficiary shall continue to have and enjoy all of the rights and privileges of Trustee and Beneficiary hereunder as to each separate estate.

(c) If any Lessee which is or has been subordinated to this Deed of Trust contains an option or right in favor of the tenant thereunder to purchase all or any portion or interest in the Mortgaged Property, such option or right shall be subordinate in all respects to this Deed of Trust and the rights of Beneficiary and Trustee hereunder, and the exercise of any such option or right shall not affect, release or terminate this Deed of Trust.

7.6. Applicable Law. This Deed of Trust will be governed by, construed and enforced in accordance with federal law and the laws of the State of North Carolina, except and only to the extent of procedural matters related to the perfection and enforcement of Lender's rights and remedies against the Mortgaged Property, which matters shall be governed by the laws of the Commonwealth of Virginia. However, in the event that the enforceability or validity of any provision of this Deed of Trust is challenged or questioned, such provision shall be governed by which whichever applicable state or federal law would uphold or would enforce such challenged or questioned provision. The loan transaction which is evidenced by the Note and this Deed of Trust has been applied for, considered, approved and made, and all necessary loan documents have been accepted by Lender in the State of North Carolina.

7.7. Sole Discretion of Trustee and Beneficiary. Whenever Beneficiary's Judgment, consent or approval is required hereunder for any matter, or either shall have an option or election hereunder, such judgment, the decision whether or not to consent to or approve the same or the exercise of such option or election shall be in the sole discretion of Beneficiary, as the case may be.

7.8. Provisions as to Covenants and Agreements. All of Grantor's covenants and agreements hereunder shall run with the land and time is of the essence with respect thereto.

7.9. Amendments. This Deed of Trust cannot be altered, amended, modified, terminated, waived, released or discharged except in a writing signed by the party against whom enforcement is sought. To the extent permissible under applicable law, any amendments or modifications hereof or of the Obligations shall not affect the priority of the lien of this Deed of Trust.

7.10. Successors and Assigns. The provisions hereof shall be binding upon Grantor and the heirs, devisees, representatives, successors and permitted assigns of Grantor, including successors in interest of Grantor in and to all or any part of the Mortgaged Property, and shall inure to the benefit of Trustee, Beneficiary, the holders of the Obligations and their respective heirs, successors, legal representatives, substitutes and assigns. Where two or more persons have executed this Deed of Trust, the obligations of such persons shall be joint and several.

7.11. Counterparts. This Deed of Trust may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

7.12. Agency. Beneficiary may deal with the Mortgaged Property and may issue, or instruct Trustee to issue, as applicable, any release to be given hereunder pursuant to Section 6.1 or grant any consent or approval or take any other action, or instruct Trustee to take any other action, as applicable, required or permitted hereunder, without reference to or the approval of the holders of the Obligations and any third party (including any title insurance company issuing a title insurance policy, or a commitment to issue a title insurance policy, in connection with the Mortgaged Property) may conclusively rely on the due authority of Beneficiary (or Trustee, if so instructed by Beneficiary) to do any or all of the foregoing.

7.13. Trustee Lets Mortgaged Property to Grantor. Trustee hereby lets the Mortgaged Property to Grantor until this Deed of Trust is released and satisfied, or until default be made in payment or performance of the covenants of this Deed of Trust, at a rate of rent equal to one cent per month during the term hereof, payable on demand and Grantor shall and will surrender peaceable possession of the Mortgaged Property, and any and every part thereof to Trustee, immediately upon default and without notice or demand therefor (Grantor hereby waiving the right to any such notice or demand), and Trustee may thereupon rent the Mortgaged Property for the account of Beneficiary, until the Mortgaged Property is sold pursuant to the power of sale granted herein or until foreclosure is had and during any proceeding to redeem and then deliver possession to the purchaser at the Trustee's or foreclosure sale.

ARTICLE VIII.

8.1. Trustee's Appointment. Trustee may resign by an instrument in writing addressed to Beneficiary, or Trustee may be removed at any time with or without cause by an instrument in writing executed by Beneficiary. If for any reason Beneficiary shall deem it desirable to appoint a substitute or successor trustee to act instead of the Trustee herein named or any substitute or successor trustee, then Beneficiary shall have the right and is hereby authorized and empowered to appoint a successor trustee, or a substitute trustee, without proceeding other than appointment and designation in writing executed by Beneficiary and the recording of a notice thereof in the real estate records in the county (or city) and state where the Mortgaged Property is located, and the authority hereby conferred shall extend to the appointment of other successor and substitute trustees successively until the Obligations have been paid in full. Such appointment and designation by Beneficiary shall be full evidence of the right and authority to make the same and of all facts therein recited. If Beneficiary is a corporation or a national banking association and

such appointment is executed in its behalf by an officer of such corporation or national banking association, such appointment shall be conclusively presumed to be executed with authority and shall be valid and sufficient without proof of any action by the board of directors or any superior officer of the corporation or national banking association. Upon the making of such appointment and designation, all of the estate and title of Trustee in the Mortgaged Property shall vest in the named successor or substitute trustee and it shall thereupon succeed to and shall hold, possess and execute all the rights, powers, privileges, immunities and duties herein conferred upon Trustee. All references herein to Trustee shall be deemed to refer to Trustee (including any successor or substitute appointed and designated as herein provided) from time to time acting hereunder. Except as otherwise required by applicable law, Trustee shall not perform any act or omit to act hereunder unless, prior to such act or omission, Beneficiary delivers to Trustee direction to so act or omit to act. Grantor hereby ratifies and confirms any and all acts which Trustee herein named or its successor or successors, substitute or substitutes, in this trust, shall do lawfully by virtue hereof.

8.2. Exculpation. Trustee shall not be liable for any error of judgment or act done by Trustee in good faith, or be otherwise responsible or accountable under any circumstances whatsoever, except for Trustee's gross negligence or willful misconduct. Trustee shall have the right to rely on any instrument, document or signature authorizing or supporting any action taken or proposed to be taken by it hereunder, believed by it in good faith to be genuine. All moneys received by Trustee shall, until used or applied as herein provided, be held in trust for the purposes for which they were received, but need not be segregated in any manner from any other moneys (except to the extent required by law), and Trustee shall be under no liability for interest on any moneys received by it hereunder.

8.3. Trustee Not Disqualified. To the extent permissible under applicable law, Trustee shall not be disqualified from acting as Trustee under the Deed of Trust or from performing any of the duties of Trustee, or from exercising the rights, powers and remedies herein granted, by reason of the fact the Trustee is an officer, employee, stockholder subsidiary or affiliate of Beneficiary, or is interested, directly or indirectly, as the holder of the Note. Grantor hereby consents to Trustee acting as Trustee irrespective of the fact that Trustee might be otherwise disqualified for any of the foregoing reasons. Any interest which Trustee shall have or may acquire in the Obligations, or the Mortgaged Property, shall neither interfere with nor prevent his acting as Trustee or from purchasing the Mortgaged Property at a foreclosure sale hereunder or pursuant to the power of sale granted herein. To the extent permissible under applicable law, all parties waive any objection to Trustee having or acquiring any such interest in the Obligations or the Mortgaged Property and continuing to act as Trustee.

8.4 SBA LOAN. The Loan secured by this lien was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations:

- a) When SBA is the holder of the Note, this document and all documents evidencing or securing this Loan will be construed in accordance with federal law.

b) Grantee or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No Grantor or Guarantor may claim or assert against SBA any local or state law to deny any obligation of Grantor, or defeat any claim of SBA with respect to this Loan.

Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the Note secured by this instrument.

IN WITNESS WHEREOF, the undersigned has executed this Deed of Trust the day first above written.

GRANTOR:

Dean Atlantic, LLC

By: *Jerry D. Howard, Jr.* (L.S.)
Jerry D. Howard, Jr., Manager

COMMONWEALTH OF VIRGINIA
COUNTY OF *Chesterfield*

The foregoing instrument was acknowledged before me this *30th* day of *April*, 2019, by Jerry D. Howard, Jr., Manager of Dean Atlantic, LLC, a Virginia limited liability company, on behalf of the limited liability company.

Vicki S. Horst
Notary Public

My Commission Expires: *10/31/22*

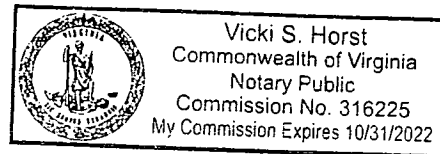


EXHIBIT "A"

LEGAL DESCRIPTION

ALL that certain condominium unit, including the common elements and limited common elements, incident hereto, lying and being in Henrico County, Virginia, described as Unit No. 2575, Homeview Condominium, as defined and described in the Declaration for Homeview Condominium (the "Declaration") and as more fully shown on the plats and plans set forth as Exhibits D and E, to the Declaration recorded in the Clerk's Office, Circuit Court, Henrico County, Virginia (the "Clerk's Office") in Deed book 3172, Page 328, together with an undivided interest in the common elements appurtenant thereto, as provided in the declaration.

BEING the same property conveyed to VALKAP, LLC., a Virginia limited liability company, by Deed from S.V. Condo, LLC, a Virginia limited liability company, dated December 29, 2014, and recorded December 30, 2014, in the Clerk's Office, Circuit Court, Henrico County, Virginia, in Book 5325, Page 1028.

EXHIBIT "B"

(Title Exceptions)

1. Taxes for 2019 and subsequent years not yet due and payable.
2. Easements, restrictions, covenants and all other matters of record.

EXHIBIT "C"

A security interest in all equipment and machinery, including power driven machinery and equipment, furniture and fixtures now owned or hereafter acquired, and wherever located together with all replacements thereof, all attachments, accessories, parts and tools belonging thereto or for use in connection therewith and proceeds therefrom. All contract rights, instruments, documents, chattel paper and general intangibles now in force or hereafter acquired and proceeds therefrom.

INSTRUMENT # 201900012324
RECORDED IN THE CLERK'S OFFICE OF
HENRICO COUNTY ON
MAY 2, 2019 AT 12:49PM

HEIDI S. BARSHINGER, CLERK
RECORDED BY: TDS