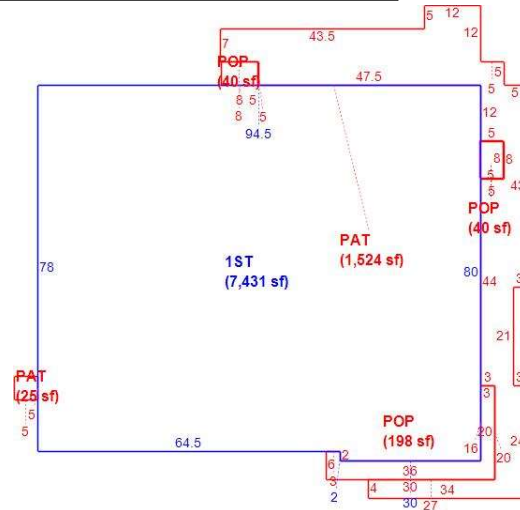


CURRENT OWNER				RECORD OF OWNERSHIP				DEED BOOK		SALE DATE		Q/U		SALE PRICE		VC			
T R PROPERTIES INC				T R PROPERTIES INC				LR09/00338		04-03-2009		Q		1,250,000		2			
PO BOX 3565				BURTON & BURTON				LR03/01530		08-04-2003		U		336,168		1			
MARTINSVILLE VA 24115-356				THE LESTER GROUP INC				GM03/00015		05-14-2003		U		0		0			
ASSESSMENT EFFECTIVE 7/1/2021				LEGAL DESCRIPTION				PREVIOUS ASSESSMENTS EFFECTIVE JULY 1st OF ASSESSMENT YEAR											
Description		Code	Appraised	Assessed	"NORTH SIDE OF W COMMONWEALTH BLVD, PA				Year	Code	Assessed	Year	Code	Assessed	Year	Code	Assessed		
Building		300	801200	801,200					2021	300	801200	2020	300 <td colspan="1">805700</td> <th colspan="1" rowspan="2">2019</th> <th colspan="1">300<td colspan="1">805700</td></th>	805700	2019	300 <td colspan="1">805700</td>	805700		
Land		300	420200	420,200						300 <td colspan="1">420200</td> <th colspan="1">300<td colspan="1">420200</td></th>	420200		300 <td colspan="1">420200</td>	420200					
BLDG DESCRIPTION				1 STR BRICK OFFICE				Total	1221400			Total	1225900			Total	1225900		
SUPPLEMENTAL DATA								BUILDING SUB-AREA SUMMARY SECTION										COST / MARKET VALUATION	
# Of Parcels 1				SUB	Description	LIVING	GROSS	EFF AREA	Unit C	Undeprec Val	Base Rate	50.00							
Plat Ref GM0900010				1ST	1st Floor	7,431	7,431	7,431	32.23	239,501	Rcn	239,501							
Land Acres 1.378				PAT	Patio	0	1,549	0	0.00	0	Net Other Adj	0							
Land SF 60,030				POP	Open Porch	0	278	0	0.00	0	AYB	2004							
Assoc. Parcel											Effective Year Built	2008							
											Condition	A							
											Remodel Rating								
											Year Remodeled								
											Eyb Dpr	8							
											Functional Obsol								
											Economic Obsol								
											Cost Trend Factor	1							
											Adjustment								
											Percent								
											Percent Good	92							
											RCNLD	801,200							
											% Good Ovr								
											% Good Ovr Comment								
											Misc Imp Ovr								
											Misc Imp Ovr Comment								
											Cost to Cure Ovr								
											Cost to Cure Ovr Comm.								
CONSTRUCTION DETAIL				OB - OUTBUILDING & YARD ITEMS(L) / EF - BUILDING EXTRA FEATURES(B)															
Element		Cd	Description	Code	Description	La	Size	Rate	%	Dep	Qu	Adj	Apprais Val						
Style		MT04	Multi Tenant Commerical	130	OB-WORKSHEET	L		1.00	100	0.00		0.00	0						
Model		94	Commercial																
Grade		C	AVERAGE																
Stories		1.00																	
Foundation Typ		09	SLAB																
Exterior Wall 1		11	BRICK																
Roof Cover		03	COMPOSITE SHINGLE																
Interior Wall 1		09	DRY WALL																
Interior Floor 1		01	CAR/VIN																
Exterior Cond		04	Very Good																
Central Heat		01	Yes																
Central AC		00	No																
Bedrooms		0																	
Total Rooms		0																	
Full Baths		0																	
Half Baths		0																	
Chimneys		0																	
Fireplaces		0																	
Sketch Factor																			
Basement Type		00	NONE																
Living Area		7431																	
PROPERTY FACTORS																			
PUB WATE		UG UTILITI		TOPO		SIDEWALK													
Y Yes		N No		0 Level		N No													
PUB SEWE		CURB & GU		SOIL															
Y Yes		N No		C Clay															
SEPTIC		VIEW		LOCATION															
N No		N No		G Good															



Primary Order Information

State Virginia
County / Town Henry
Order Type Residential Buy/Sell
Application No. 10554222
Application Date / Time 06/10/2022
Contact User Name Becky Kelley
Company Professional Title Associates
Company Phone 540-725-1558
Sales Rep
Brand Fidelity National Title Insurance Company
Customer Reference No. Agent's Reference Number: 46-52
Additional Reference No.
BackTitle No.
Smartview Order No. [SmartviewOrderNumber]

Seller / Owner

T R Properties INC

Buyer / Borrower

Sale Price / Loan Information

Sale Price 1:	Loan Amount 2:
Loan Amount 1:	Lender 2:
Lender 1:	Lender 2 Clause: , and/or the Secretary of Housing and Urban Development of Washington, D.C., their successors and/or assigns as their respective interests may appear
Lender 1 Clause:	Loan No. 2:
Loan No. 1:	

Property(ies)

Street No: 1515
Street Name: Church St Ext
City: Martinsville
State: VA
Tax ID / Parcel No./Plan: 000468200; 34 (03)H /15
New Construction: No
New Plat: No
Vacant Land: No
Torrens: No

Abstract:	No
Street No:	706
Street Name:	N Memorial Blvd
City:	Martinsville
State:	VA
Tax ID / Parcel No./Plan:	000584200; 30 (11)00 /BC
New Construction:	No
New Plat:	No
Vacant Land:	No
Torrens:	No
Abstract:	No
Street No:	612
Street Name:	E Church St
City:	Martinsville
State:	VA
Tax ID / Parcel No./Plan:	000204900; 34 (03)H /13
New Construction:	No
New Plat:	No
Vacant Land:	No
Torrens:	No
Abstract:	No
Street No:	320
Street Name:	W COMMONWEALTH BLVD
City:	Martinsville
State:	VA
Tax ID / Parcel No./Plan:	000990306; 21 (01)00 /N11
New Construction:	No
New Plat:	No
Vacant Land:	No
Torrens:	No
Abstract:	No
Street No:	723
Street Name:	Jefferson St
City:	Martinsville
State:	VA
Tax ID / Parcel No./Plan:	000498500; 44 (08)00 /33A
New Construction:	No
New Plat:	No
Vacant Land:	No

Torrens:	No
Abstract:	No
Street No:	723
Street Name:	Jefferson St
City:	Martinsville
State:	VA
Tax ID / Parcel No./Plan:	000498600; 44 (08)00 /36A
New Construction:	No
New Plat:	No
Vacant Land:	No
Torrens:	No
Abstract:	No
Street No:	723
Street Name:	Jefferson St
City:	Martinsville
State:	VA
Tax ID / Parcel No./Plan:	000498400; 44 (08)00 /34A
New Construction:	No
New Plat:	No
Vacant Land:	No
Torrens:	No
Abstract:	No

Requested Product(s)
Name: Title Search Report - Due Date: 06/22/2022

Comments:

SUMMARY OF TITLE EXAMINATION

FILE NO. 10554222

ADDRESS: 320 W. Commonwealth Blvd

CURRENT OWNER: T. R. Properties, Inc

TAXES: 2021

Parcel #: 000990306

Taxes are ☒ Paid ☐ Delinquent ☐ Due for 6/5/22

Next Due 12/5/22

Land: 420,200

Impro: 801,200

Total: 1,221,400

Exception is made to real estate taxes. Please verify taxes with Treasurer @ (276) 403-5242

TITLE VESTED: 0900338

LEGAL DESCRIPTION:

Parcel N11 cont' 1.378 acres on N/S Commonwealth Boulevard
Martinsville City, Virginia

Maps: PER (1) Subdivision Plat () or Survey (☒) DESCRIBED AS FOLLOWS:

① 0900010 (aka PCB, slide 97(1))

DEED(S) OF TRUST: (☒) None Found ☐ If none found, please verify prior to closing in case of mis-indexing

1. Ref: 190001214 Dated: 12/30/19 Rec. 12/30/19 Amt. 5,800,000.00 Lender: American National Bank & Trust Co
Trustee: Clement Wheatley Note: ASGMTLR @ 190001215 * Secures multiple property

2. Ref: _____ Dated: _____ Rec. _____ Amt. _____ Lender: _____
Trustee: _____ Note: _____

JUDGMENTS: (☒)

Buyer: () N/A (☒)

FINANCING STATEMENTS: (☒)

RESTRICTIONS: ()

Recorded: _____ in 222/296 + 263/806 Amended: _____

Violated: _____ Setbacks: _____

EASEMENTS: (☒)

1. Matters of survey(s) above

2. 0900338 - R/W Setback in deed

3. _____
* Per Policy - Henry Co - 185/56, 199/34, 286/803, 206/286, 222/188, 79/563
Martinsville City - 125/345, 32/410, 92/251, 75/920, 216/213, 0400797, 0301530

OTHER MATTERS: ()

☒ Back Title information relied upon from Policy/Case # C34-0083154

SEARCH PERIOD: NLT 60 yrs TO: 6/24/22 @8:00am EHE 06/20120

This title search is based upon the examination of the recorded documents in the Circuit Court Clerk's Office of the jurisdiction for which it was ordered, for the time period requested. This is not a title insurance policy, commitment for title insurance, or an opinion of title. Upon payment, there can be liability for any negligence, mistakes, or omissions as an abstractor and only for the period searched. This search excludes any defects, liens, encumbrances, adverse claims or other matters, as a result of or caused by computer error, programmer error, or programming limitations, including but not limited to any misspellings or derivations of the surname when searching any courthouse automated. Furthermore, any liability for any matter, possible claim or claim as the result of this search by reason of negligence, mistakes or omissions shall not exceed amounts stated in our Errors and Omissions policy (available upon request). As a result of the COVID-19 pandemic, many states are temporarily extending statutes of limitations deadlines and lien filing periods. Please be aware and advise if any further research is needed than the dates provided.



Real Estate

All Bills

Parcel ID 000990306

Location 320 W COMMONWEALTH BLVD

Real Estate

Bill	Type	Year	Owner	Paid	
17803	SUPPLEMENTAL	2002	LESTER LUMBER CO INC	Paid	View Bill
4879	REGULAR/ORIGINAL	2003	BURTON & BURTON	Paid	View Bill
987	REGULAR/ORIGINAL	2004	BURTON & BURTON	Paid	View Bill
972	REGULAR/ORIGINAL	2005	BURTON & BURTON	Paid	View Bill
999	REGULAR/ORIGINAL	2006	BURTON & BURTON	Paid	View Bill
1016	REGULAR/ORIGINAL	2007	BURTON & BURTON	Paid	View Bill
1013	REGULAR/ORIGINAL	2008	T R PROPERTIES INC	Paid	View Bill
7970	REGULAR/ORIGINAL	2009	T R PROPERTIES INC	Paid	View Bill
7970	REGULAR/ORIGINAL	2010	T R PROPERTIES INC	Paid	View Bill
7974	REGULAR/ORIGINAL	2011	T R PROPERTIES INC	Paid	View Bill
7970	REGULAR/ORIGINAL	2012	T R PROPERTIES INC	Paid	View Bill
7940	REGULAR/ORIGINAL	2013	T R PROPERTIES INC	Paid	View Bill
7945	REGULAR/ORIGINAL	2014	T R PROPERTIES INC	Paid	View Bill
7929	REGULAR/ORIGINAL	2015	T R PROPERTIES INC	Paid	View Bill
7916	REGULAR/ORIGINAL	2016	T R PROPERTIES INC	Paid	View Bill
7906	REGULAR/ORIGINAL	2017	T R PROPERTIES INC	Paid	View Bill
7906	REGULAR/ORIGINAL	2018	T R PROPERTIES INC	Paid	View Bill
7883	REGULAR/ORIGINAL	2019	T R PROPERTIES INC	Paid	View Bill
7737	REGULAR/ORIGINAL	2020	T R PROPERTIES INC	Paid	View Bill
7739	REGULAR/ORIGINAL	2021	T R PROPERTIES INC	Paid	View Bill



Real Estate

[View Bill](#)
[View bill image](#)

As of

6/14/2022

Bill Year

2021

Bill

7739

Owner

T R PROPERTIES INC

Parcel ID

000990306

Installment	Pay By	Amount	Payments/Credits	Balance	Interest	Due
1	12/6/2021	\$6,349.75	\$6,349.75	\$0.00	\$0.00	\$0.00
2	6/6/2022	\$6,349.76	\$6,349.76	\$0.00	\$0.00	\$0.00
TOTAL		\$12,699.51	\$12,699.51	\$0.00	\$0.00	\$0.00

©2022 Tyler Technologies, Inc.

Tax Map No: 21 (01) 00 /N11
Purchase Price: \$1,250,000.00
Assessed Value: \$1,060,400.00
Title Insurance: _____



THIS DEED, made and entered into this 2nd day of April, 2009, by and between JOHN EDWARD BURTON, JR. and JOSEPH BRIAN BURTON, t/a BURTON & BURTON, a General Partnership, Grantor, and T R PROPERTIES, INC., a Virginia corporation, Grantee, whose address is Post Office Box 3565, Martinsville, Virginia 24115-3565.

WITNESSETH:

That for and in consideration of TEN (\$10.00) DOLLARS, and other valuable consideration, receipt of which is hereby acknowledged by the Grantor, the Grantor does hereby grant, bargain, sell and convey, with GENERAL WARRANTY and English Covenants of Title, unto T R Properties, Inc., a Virginia corporation, all of the following described property, to-wit:

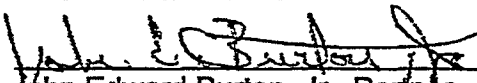
— All that certain tract of land lying on the north side of Commonwealth Boulevard in the City of Martinsville, Virginia, known as Parcel N11, containing 1.378 acres, shown on a plat of survey dated March 24, 2003, said plat being recorded in the Clerk's Office of the City of Martinsville, Virginia, in Cabinet B, Slide 83, page 5; SUBJECT TO a non-exclusive, perpetual, right of way, 44 feet in width for ingress, egress and drainage purposes as shown on the aforesaid plat; TOGETHER WITH a 20 foot drainage easement which runs along the side lot lines, 10 foot on either side of the west and east boundary lines of Parcel N11, extending back 309.30 feet on the west side of Parcel N11 and 291.00 feet on the east side of Parcel N11, said easement is for drainage and grading purposes; as is more particularly shown on "Plat of Survey for T R Properties, Inc.", made by Bryan E. Jones, L.S., Piedmont Surveying and Design, P.C. dated March 6, 2009, recorded among the land records of the aforesaid Clerk's Office and being the identical property acquired by the Grantors by deed dated August 1, 2003 from The Lester Group, Inc, a Virginia corporation, by Instrument No. LR 0301530 in the same Clerk's Office, reference to all of which is here made for a more particular description of the property herein conveyed.

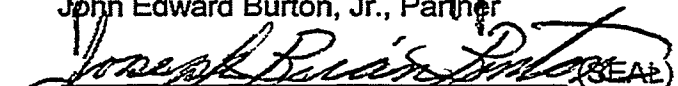
This conveyance includes all improvements upon and appurtenances appertaining or belonging to the aforesaid property and includes the interest of the Grantors in all currently existing leases, permits and licenses related to the property and the current occupants of the property herein conveyed.

This conveyance is also made subject to any and all recorded easements, conditions, restrictions and agreements as they may lawfully apply to the real estate hereby conveyed or any part thereof.

WITNESS the following signatures and seals:

BURTON & BURTON

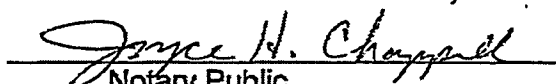
 (SEAL)
John Edward Burton, Jr., Partner

 (SEAL)
Joseph Brian Burton, Partner

STATE OF VIRGINIA:
COUNTY OF Halifax, to-wit:

The foregoing instrument was acknowledged before me on this 2nd day of April, 2009, by John Edward Burton, Jr., Partner.

My commission expires: Feb. 28, 2011.



Notary Public

JOYCE H. CHAPPELL
NOTARY PUBLIC
Commonwealth of Virginia
Reg. #7151294

STATE OF VIRGINIA:
COUNTY OF Halifax, to-wit:

The foregoing instrument was acknowledged before me on this 3rd day of April, 2009, by Joseph Brian Burton, Partner.

My commission expires: Feb. 28, 2011.

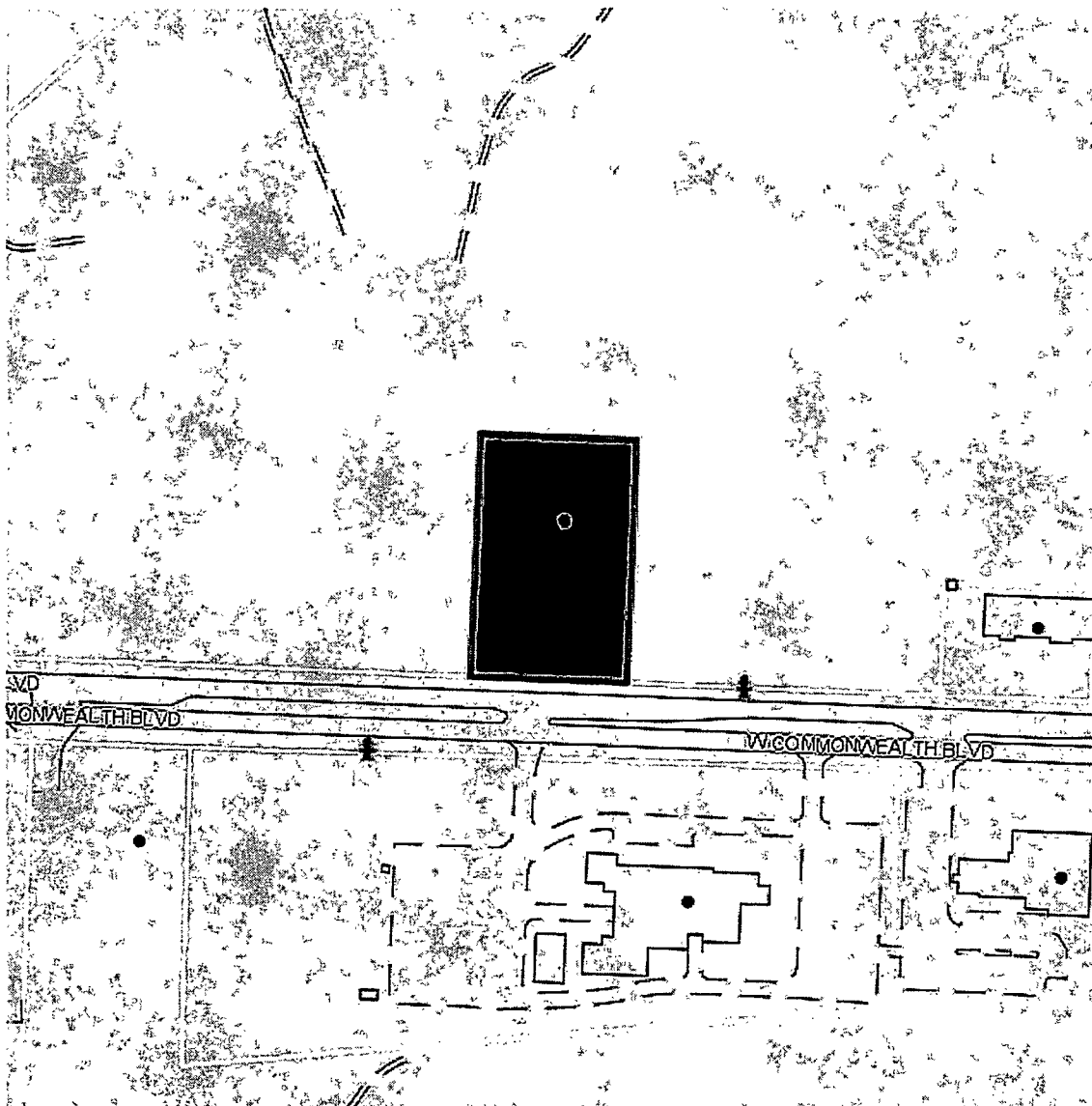

Notary Public

JOYCE H. CHAPPELL
NOTARY PUBLIC
Commonwealth of Virginia
Reg. #7151294

INSTRUMENT #0900338
RECORDED IN THE CLERK'S OFFICE OF
MARTINSVILLE ON
APRIL 3, 2009 AT 02:11PM
\$1,250.00 GRANTOR TAX WAS PAID AS
REQUIRED BY SEC 58.1-802 OF THE VA. CODE
STATE: \$625.00 LOCAL: \$625.00

ASHBY R. PRITCHETT, CLERK
RECORDED BY: PAM

Property Report - City of Martinsville

**Current Data:****Property ID:** 000990306 **Tax Map Number:** 21 (01)00 /N11**Owner:** T R PROPERTIES INC**Address:** PO BOX 3565 **City/State/Zip:** MARTINSVILLE VA**Deed/Page:** LR09/00338 **Legal Description:** "NORTH SIDE OF W COMMONWEALTH BLVD, PARCEL N11"**Acquired Date:** NA **Consideration:** \$1250000.00**Year Built:** 2004 **Property Desc:** 1 STR BRICK OFFICE **Above Grade Sq Ft:** 7431**Acres:** 1.378 **Zoning:** C-C**Land Value:** \$420200.00 **Building Value:** \$801200.00 **Total Value:** \$1221400.00**Previous Data:****Owner:** BURTON & BURTON**Acquired Date:** NA **Deed/Page:** LR03/01530 **Consideration:** \$336168.00

DISCLAIMER : The information contained on this page is NOT to be used as a LEGAL DOCUMENT. The map information displayed is believed to be accurate but accuracy is not guaranteed.



NOTES:

This plot represents a current field survey by Piedmont Surveying And Design, P.C.

This survey has been prepared without the benefit of a title report and does not necessarily indicate all encumbrances on the property.

This property is not located within a FEMA Flood Hazard Zone. It is located in Zone X.

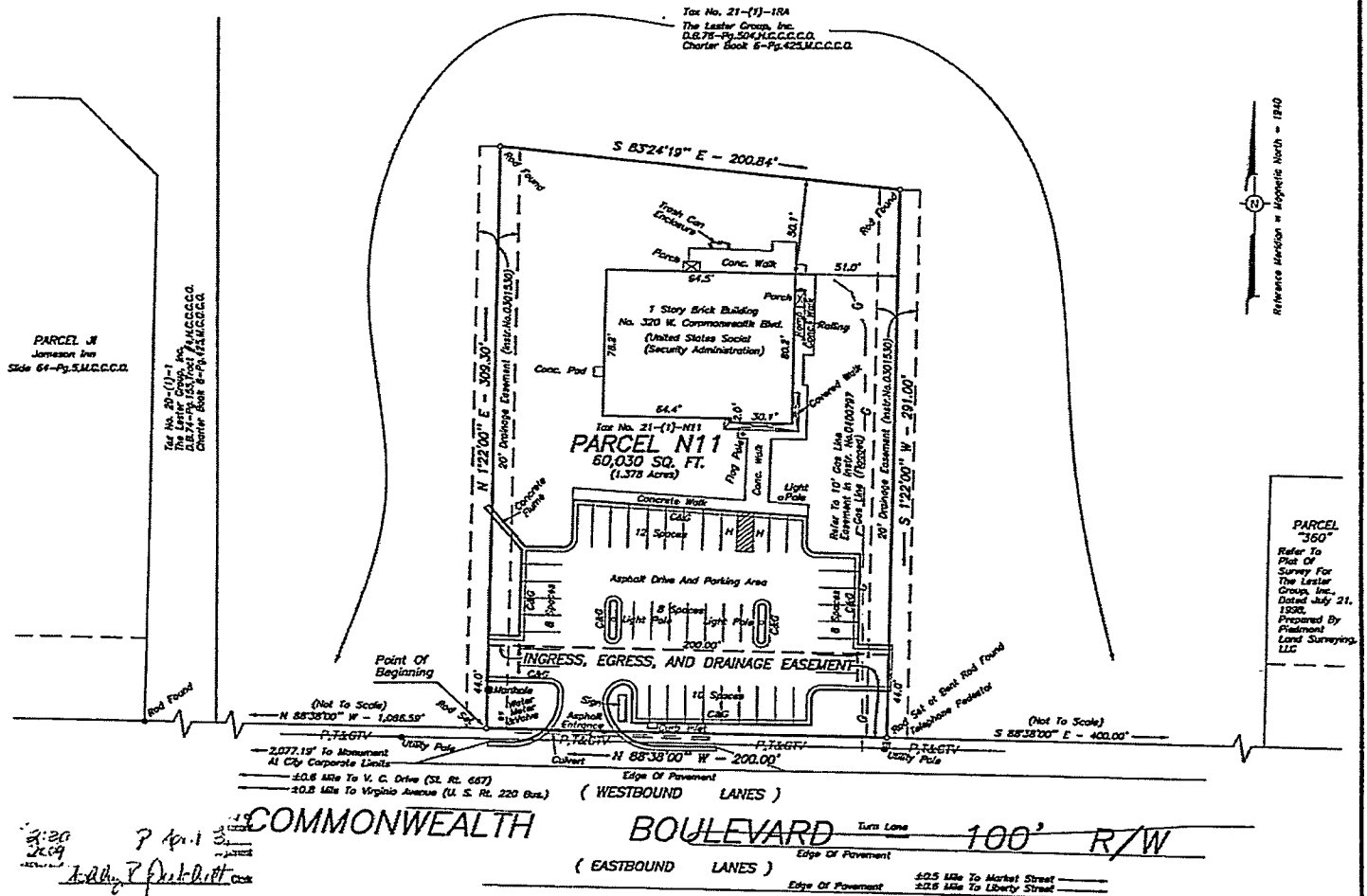
All rods set are 5/8" in diameter.

C&G = Concrete Curb And Gutter

H = Handicapped Parking Space

LEGAL DESCRIPTION - PARCEL N11

Beginning at a point marked by a rod set in the north right-of-way line of Commonwealth Boulevard, being S 85°38'00" E - 2,077.19 feet from a monument marking the City of Martinsville's corporate limits on the north side of Commonwealth Boulevard, said Point of Beginning being the southwest corner of the herein described parcel; thence leaving the right-of-way of Commonwealth Boulevard N 1°22'00" E - 309.30 feet to a point marked by a rod found; thence S 83°24'19" E - 200.84 feet to a point marked by a rod found; thence S 1°22'00" W - 291.00 feet to a point on the north right-of-way of Commonwealth Boulevard marked by a rod set; thence along the north right-of-way of Commonwealth Boulevard N 85°38'00" W - 200.00 feet to the Point of Beginning; and known as Parcel N11, containing 60,030 Square Feet (1.378 Acres).



PLAT OF SURVEY FOR

T R PROPERTIES, INC.

Showing Property Situated On The North Side Of Commonwealth Boulevard, City Of Martinsville, Virginia.

Current Owner : John Edward Burton, Jr. and Joseph Brian Burton, t/a Burton & Burton

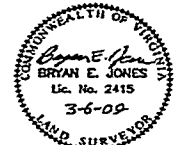
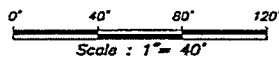
Legal Reference : Instrument No. 0301530

Map Reference : Plat Of Survey For The Lester Group, Inc. in Plat Cabinet B - Slide 83(5)

March 6, 2009



PIEDMONT SURVEYING AND DESIGN, P.C.
3418 VIRGINIA AVENUE, SUITE 3, COLLINSVILLE, VIRGINIA 24038



JOB NO.: 09-018

CABINET B SLIDE 97(1)

Martinsville City Value \$ 8,804,000.00
Henry County Value \$ 1,566,000.00
Pittsylvania County Value \$ 8,030,000.00

WHEN RECORDED MAIL TO:

**AMERICAN NATIONAL BANK AND TRUST COMPANY, Martinsville Office, 900 Liberty Street,
Martinsville, VA 24112**

Parcel ID No(s): 010960000, 000210200, 059690000, 000990306, 000468200 & 2329-22-8839

Page 1



LR190001214



DEED OF TRUST

THIS IS A CREDIT LINE DEED OF TRUST

Maximum aggregate amount of principal
to be secured hereby at any one time: \$5,800,000.00

Name and address of Noteholder secured hereby:
**AMERICAN NATIONAL BANK AND TRUST COMPANY
900 Liberty Street
Martinsville, VA 24112**

THIS DEED OF TRUST is dated December 30, 2019, among T R PROPERTIES, INC., whose address is 25 Broad St Apt 2A, Martinsville, VA 24112-2822 ("Grantor"); AMERICAN NATIONAL BANK AND TRUST COMPANY, whose address is Martinsville Office, 900 Liberty Street, Martinsville, VA 24112 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and Clement & Wheatley, A Professional Corporation, an entity organized under the laws of the Commonwealth of Virginia or of the United States of America, whose address is 549 Main Street P. O. Box 8200, Danville, VA 24541 ("Grantee," also referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Grantor conveys, transfers, encumbers and pledges and assigns to Trustee for the benefit of Lender as Beneficiary, all of Grantor's present and future right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; and all rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Henry County, City of Martinsville & Pittsylvania County, Commonwealth of Virginia:

See Exhibit "A", which is attached to this Deed of Trust and made a part of this Deed of Trust as if fully set forth herein.

The Real Property or its address is commonly known as 25 Ridgeway Terrace Drive, Ridgeway, VA 24148, 32 Bridge Street, S., Martinsville, VA 24112, 50 Fox Tree Drive, Martinsville, VA 24112, 320 Commonwealth Blvd., W., Martinsville, VA 24112, 1515 E. Church Street, Martinsville, VA 24112 and 3295 Hwy 29 N, Danville, VA 24540.

CROSS-COLLATERALIZATION. In addition to the Note, this Deed of Trust secures all obligations, debts and liabilities, plus interest thereon, of either Grantor or Borrower to Lender, or any one or more of them, as well as all claims by Lender against Borrower and Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Borrower or Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

FUTURE ADVANCES. In addition to the Note, this Deed of Trust secures all future advances made by Lender to Borrower or Grantor whether or not the advances are made pursuant to a commitment. Specifically, without limitation, this Deed of Trust secures, in addition to the amounts specified in the Note, all future amounts Lender in its discretion may loan to Borrower or Grantor, together with all interest thereon.

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

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that: (a) Grantor has the full power, right, and authority to enter into this Deed of Trust and to hypothecate the Property; (b) the provisions of this Deed of Trust do not conflict with, or result in a default under any agreement or other instrument binding upon Grantor and do not result in a violation of any law, regulation, court decree or order applicable to Grantor; (c) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (d) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Borrower and Grantor shall pay to Lender all indebtedness secured by this Deed of Trust as it becomes due, and Borrower and Grantor shall strictly perform all their respective obligations under the Note, this Deed of Trust, and the Related Documents.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Borrower and Grantor agree that Borrower's and Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) acting as Lender's agent, collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Deed of Trust, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real

**DEED OF TRUST
(Continued)**

Loan No: 5001258507

Page 3

Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Deed of Trust.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any restructuring of the legal entity (whether by merger, division or otherwise) or any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Virginia law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Deed of Trust.

DEED OF TRUST
(Continued)

Loan No: 5001258507

Page 4

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may require. Policies shall be written in form, amounts, coverages and basis acceptable to Lender and issued by a company or companies acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds 1000.00. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the indebtedness. If Lender holds any proceeds after payment in full of the indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Deed of Trust:

Title. Grantor warrants generally that: (a) Grantor holds good and marketable title to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor

**DEED OF TRUST
(Continued)**

Loan No: 5001258507

Page 5

of, and accepted by, Lender in connection with this Deed of Trust, and (b) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Trustee or Lender under this Deed of Trust, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Borrower's indebtedness shall be paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Deed of Trust:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the indebtedness secured by this Deed of Trust; (2) a specific tax on Borrower which Borrower is authorized or required to deduct from payments on the indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the indebtedness or on payments of principal and interest made by Borrower.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and

without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place convenient to Lender and make it available to Lender promptly following Lender's request to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Borrower's and Grantor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Borrower and Grantor pay all the Indebtedness, including without limitation all future advances, when due, and Grantor otherwise performs all the obligations imposed upon Grantor under this Deed of Trust, Lender shall execute and deliver to Trustee a request for full reconveyance and shall execute and deliver to Grantor suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Any reconveyance fee required by law shall be paid by Grantor, if permitted by applicable law.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

Payment Default. Borrower fails to make any payment when due under the Indebtedness.

Other Defaults. Borrower or Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower or Grantor.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

Default on Other Payments. Failure of Grantor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Default in Favor of Third Parties. Should Borrower or any Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's or any Grantor's property or Borrower's ability to repay the Indebtedness or Borrower's or Grantor's ability to perform their respective obligations under this Deed of Trust or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or Grantor or on Borrower's or Grantor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Deed of Trust or any of the Related Documents ceases to be in full

force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Insolvency. The dissolution or termination of Borrower's or Grantor's existence as a going business, the insolvency of Borrower or Grantor, the appointment of a receiver for any part of Borrower's or Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower or Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or Grantor or by any governmental agency against any property securing the indebtedness. This includes a garnishment of any of Borrower's or Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower or Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower or Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Borrower or Grantor under the terms of any other agreement between Borrower or Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Borrower or Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the indebtedness.

Adverse Change. A material adverse change occurs in Borrower's or Grantor's financial condition, or Lender believes the prospect of payment or performance of the indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Deed of Trust, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Accelerate Indebtedness. Lender shall have the right at its option without notice to Borrower or Grantor to declare the entire indebtedness immediately due and payable, including any prepayment penalty which Borrower would be required to pay. This right is in addition to all other rights given to holders of promissory notes under Title 55 of the Code of Virginia.

Foreclosure. With respect to all or any part of the Real Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law. In any foreclosure by notice and sale, the advertisement of sale by the Trustee shall be published once a week for two successive weeks in a newspaper having general circulation in a city or county where the Real Property, or any part of it, is located. Grantor expressly waives and releases any requirement or obligation that Lender or Trustee present evidence or otherwise proceed before any court or other judicial or quasi-judicial body as a precondition to or otherwise incident to the exercise of the powers of sale authorized by this Deed of Trust. The proceeds of sale shall be applied by Trustee as follows: (a) first, to pay all proper advertising expenses, auctioneer's allowance, the expenses, if any, required to correct any irregularity in the title, premium for Trustee's bond, auditor's fee, attorneys' fees, and all other expenses of sale incurred in or about the protection and execution of this Deed of Trust, and all moneys advanced for taxes, assessments, insurance, and with interest thereon at the rate provided in the Note, and all taxes and assessments due upon the Property at time of sale, and to retain as compensation a reasonable Trustee's commission; (b) second, to pay the whole amount then remaining unpaid on the indebtedness; (c) third, to pay liens of record against the Property according to their priority of lien and to the extent that funds remaining in Trustee's hands are available; and (d) last, to pay the remainder of the proceeds, if any, to Grantor, Grantor's heirs, personal representatives, successors or assigns upon the delivery and surrender to the purchaser of possession of the Property, less costs and expenses of obtaining possession.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the

rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Borrower or Grantor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Borrower or Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or available at law or in equity.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least fourteen (14) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Sale of the Property. To the extent permitted by applicable law, Borrower and Grantor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, a reasonable Trustee's commission and reasonable attorney fees incurred by the Trustee in performing its duties under the Deed of Trust, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

Rights of Trustee. Trustee shall have all of the rights and duties of Lender as set forth in this section.

POWERS AND OBLIGATIONS OF TRUSTEE. The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust:

Powers of Trustee. In addition to all powers of Trustee arising as a matter of law, Trustee (and each of them if more than one) shall have the power to take the following actions with respect to the Property upon the written request of Lender and Grantor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any

subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

Obligations to Notify. Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Grantor, Lender, or Trustee shall be a party, unless the action or proceeding is brought by Trustee.

Trustee. Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

Successor Trustee. Lender, at Lender's option, at any time hereafter and without prior notice and without specifying any reason, may from time to time appoint a successor Trustee to any Trustee appointed under this Deed of Trust by an instrument executed and acknowledged by Lender and recorded in the office in the jurisdiction where this Deed of Trust has been recorded. The instrument shall contain, in addition to all other matters required by state law, the names of the original Lender, Trustee, and Grantor, the book and page where this Deed of Trust is recorded, and the name of the successor trustee and the county, city or town in which he or she resides, and the instrument shall be executed and acknowledged by Lender or its successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of Trustee shall govern to the exclusion of all other provisions for substitution.

Power to Act Separately. If more than one Trustee is named in this Deed of Trust, any Trustee may act alone, without the joinder of any other Trustee, to exercise any or all the powers given to the Trustees collectively in this Deed of Trust or by applicable law.

NOTICES. Any notice required to be given under this Deed of Trust, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, if hand delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Deed of Trust:

Amendments. This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration of or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

Merger. There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Governing Law. This Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the Commonwealth of Virginia without regard to its conflicts of law provisions. This Deed of Trust has been accepted by Lender in the Commonwealth of Virginia.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the applicable courts for the City of Martinsville, Commonwealth of Virginia.

**DEED OF TRUST
(Continued)**

Loan No: 5001258507

Page 10

Joint and Several Liability. All obligations of Borrower and Grantor under this Deed of Trust shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each Grantor signing below is responsible for all obligations in this Deed of Trust. Where any one or more of the parties is a corporation, partnership, limited liability company or similar entity, it is not necessary for Lender to inquire into the powers of any of the officers, directors, partners, members, or other agents acting or purporting to act on the entity's behalf, and any obligations made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Deed of Trust.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

Successors and Assigns. Subject to any limitations stated in this Deed of Trust on transfer of Grantor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their heirs, personal representatives, successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Deed of Trust and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Deed of Trust or liability under the indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Deed of Trust.

Waive Jury. All parties to this Deed of Trust hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the Commonwealth of Virginia as to all indebtedness secured by this Deed of Trust.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

Beneficiary. The word "Beneficiary" means AMERICAN NATIONAL BANK AND TRUST COMPANY, and its successors and assigns.

Borrower. The word "Borrower" means T R PROPERTIES, INC.; and Theofilos G. Balabanis and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Deed of Trust. The words "Deed of Trust" mean this Deed of Trust among Grantor, Lender, and Trustee.

Default. The word "Default" means the Default set forth in this Deed of Trust in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous

Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

Grantor. The word "Grantor" means T R PROPERTIES, INC..

Guaranty. The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Trustee or Lender to enforce Grantor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust. Specifically, without limitation, Indebtedness includes the future advances set forth in the Future Advances provision, together with all interest thereon and all amounts that may be indirectly secured by the Cross-Collateralization provision of this Deed of Trust.

Lender. The word "Lender" means AMERICAN NATIONAL BANK AND TRUST COMPANY, its successors and assigns.

Note. The word "Note" means the promissory note dated December 30, 2019, in the original principal amount of \$5,800,000.00 from Borrower to Lender, together with all modifications of and renewals, replacements, and substitutions for the promissory note or agreement.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

Trustee. The word "Trustee" means Clement & Wheatley, A Professional Corporation, whose address is 549 Main Street P. O. Box 8200, Danville, VA 24541 and any substitute or successor trustees. If more than one person is named as trustee, the word "Trustee" means each such person.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND GRANTOR AGREES TO ITS TERMS.

THIS DEED OF TRUST IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS DEED OF TRUST IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

Loan No: 5001258507

DEED OF TRUST
(Continued)

Page 13

GRANTOR:

T R PROPERTIES, INC.

By: (Seal)
Theofilos G. Balabanis, President of T R PROPERTIES,
INC.

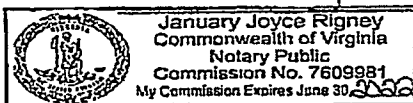
CORPORATE ACKNOWLEDGMENT

STATE OF Virginia)
) SS
COUNTY OF City of Martinsville)

On this 30th day of Dec., 20 19, before me, the undersigned Notary Public, personally appeared Theofilos G. Balabanis, President of T R PROPERTIES, INC., and known to me to be an authorized agent of the corporation that executed the Deed of Trust and acknowledged the Deed of Trust to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Deed of Trust and in fact executed the Deed of Trust on behalf of the corporation.

By January Joyce Rigney
Notary Public In and for Virginia

Residing at Henry County
My commission expires 6/30/2022
My registration number is 7609981



SCHEDULE "A"

T R Properties, Inc.

TRUST DEED DATED December 30, 2019

All of those three (3) certain lots or parcels of land together with the improvements thereon, situated in the City of Martinsville, Virginia, and being more particularly described as follows, to-wit:

PARCEL 1: (1515 E. Church Street Ext., Martinsville (Parcel ID#000468200)

All that certain lot or parcel of land, together with all improvements thereon known as the Chateau Terrace Apartments property located at 1515 Church Street Extension in the City of Martinsville, Virginia and being more particularly described as Lot #2, containing 28,114 square feet as shown on a Revision Plat Victor A. Lester prepared by Marvin E. Searce, C.L.S., on May 3, 1971, which map is of record in the Clerk's Office of the City of Martinsville, Virginia in Map Book 11, page 172 and is hereby incorporated by reference and made a part hereof.

AND BEING the same property conveyed unto the Grantor herein by deed dated May 28, 1999, and recorded in the aforesaid Clerk's Office in Deed Book 272, page 325, to which deed and map reference is here had for a more particular description of the property herein conveyed.

This Refinance Deed of Trust is recorded under the provisions of Virginia Code Section 58.1-803(e). The original Deed of Trust was recorded as Instrument Number LR1100422.

PARCEL 2: 32 Bridge Street, Martinsville (Parcel ID#000210200)

All that certain tract or parcel of land, together with the improvements thereon located in the City of Martinsville, bearing Tax Map Identification Nos. 32 Q 20 and 32 Q 21, designated as Lot 20R, containing 1.184 acres according to survey of Philip W. Nester, L.S., dated February 4, 1999, recorded in the Clerk's Office of the Circuit Court of the City of Martinsville, Virginia, in Plat Cabinet "B" Slide 69, page 5, and being therein described as follows:

BEGINNING at a ½" smooth iron pin found on Gravely Street, adjoining the lands now or formerly owned by Timothy D. Martin, et als; thence with the Martin line, N. 17° 24' 35" E. 185.82 feet to a set ½" iron rebar; thence N. 18° 19' 09" E. 73.96 feet to a set ½" iron rebar; thence S. 72° 59' 06" E. 219.42 feet to a set PK nail on Bridge Street, thence running along Bridge Street, S. 22° 35' 43" W. 33.35 feet to a point, thence S. 25° 59' 37" W. 40.56 feet to a point; thence , S. 29° 22' 03" W. 62.42 feet to a point; thence S. 31° 17' 41" W. 79.47 feet to a point; thence S. 33° 20' 08" W. 42.65 feet to a point; thence , S. 36° 53' 17" W. 12.19 feet to a point adjacent to Gravely Street, thence running along Gravely Street, N. 71° 37' 34" W. 163.77 feet to the point of BEGINNING.

AND BEING the same property conveyed unto the Grantor herein by deed dated September 30, 2011, and recorded in the aforesaid Clerk's Office as Instrument Number LR1100923, to which deed and map reference is here had for a more particular description of the property herein conveyed.

This Refinance Deed of Trust is recorded under the provisions of Virginia Code Section 58.1-803(e). The original Deed of Trusts were recorded as Instrument Number LR1100924 and Instrument Number LR1100925.

PARCEL 3: 320 Commonwealth BLVD, Martinsville (Parcel ID#000990306)

All that certain lot or parcel of land, together with all the improvements thereon, situated on the North Side of Commonwealth Boulevard, City of Martinsville, Virginia, being known and designated as Parcel N11, containing 60.030 square feet (1.378 acres), as shown on Plat of Survey for T R Properties, Inc., dated March 6, 2009, prepared by Bryan E. Jones, L.S, of record in the City of Martinsville Circuit Court Clerk's Office in Plat Cabinet B Slide 97, page 1.

SUBJECT TO a non-exclusive, perpetual, right of way, 44 feet in width for ingress, egress and drainage purposes as shown on the aforesaid plat.

TOGETHER WITH a 20 foot drainage easement which runs along the side lot lines, 10 foot on either side of the west and east boundary lines of Parcel N11, extending back 309.30 feet on the west side of Parcel N11 and 291.00 feet on the east side of Parcel N11, said Easement is for drainage and grading purposes; as is more particularly shown on the above described Plat of Survey.

AND BEING the same property conveyed unto the Grantor herein by deed dated April 2, 2009, and recorded in the aforesaid Clerk's Office as Instrument Number LR0900338, to which deed and map reference is here had for a more particular description of the property herein conveyed.

This Refinance Deed of Trust is recorded under the provisions of Virginia Code Section 58.1-803(e). The original Deed of Trust was recorded as Instrument Number LR1400804.

All of these two (2) certain lots or parcels of land together with the improvements thereon, situated in Henry County, Virginia, and being more particularly described as follows, to-wit:

PARCEL 4: 25 Ridgeway Terrace Drive, Ridgeway (Parcel ID# 010960000)

All of those lots or parcels of land located in Henry County, Virginia, and more particularly described as follows:

All that certain lot or parcel of land, situated on the Southwest side of State Route 642, Ridgeway District of Henry County, Virginia, being known and designated as Lot 3, containing 6.636 acres, more or less, as shown on Plat of Survey for Lonnie C. Burnette and Peggy E. Burnette and Larry D. Shupe and Karen L. Shupe, prepared by Lawrence W. Cockram, LLS, dated June 18, 1987, and revised October 14, 1987, recorded in the Henry County Circuit Court Clerk's Office in Map Book 82, page 1446.

AND BEING the same property conveyed unto the Grantor herein by deed dated July 30, 2010, and recorded in the aforesaid Clerk's Office as Instrument Number LR100002773, to which deed and map reference is here had for a more particular description of the property herein conveyed.

This Refinance Deed of Trust is recorded under the provisions of Virginia Code Section 58.1-803(e). The original Deed of Trust was recorded as Instrument Number LR15002784.

PARCEL 5: 50 Fox Tree Drive, Martinsville (Parcel ID#059690000)

All that certain lot or parcel of land, together with all the improvements thereon, situated on the South side of State Route 457 and on the North Side of Grandview Road, Collinsville District (formerly Iriswood and Martinsville District), Henry County, Virginia, being known and designated as Tract "A", containing 2.950 Acres, as shown on Plat of Survey for T R Properties, Inc., dated July 15, 1997, prepared by J.A. Gustin & Associates, P.E. & L.L.S., of record in the Henry County Circuit Court Clerk's Office in Map Book 89, page 332.

AND BEING the same property conveyed unto the Grantor herein by deed dated July 15, 1997, and recorded in the aforesaid Clerk's Office in Deed Book 752, page 396, to which deed and map reference is here had for a more particular description of the property herein conveyed.

This Refinance Deed of Trust is recorded under the provisions of Virginia Code Section 58.1-803(e). The original Deed of Trusts was recorded as Instrument Number LR140002054.

All of that certain lot or parcel of land together with the improvements thereon, situated in the Pittsylvania County, Virginia, and being more particularly described as follows, to-wit:

PARCEL 6: 3295 US Highway 29, Danville (Parcel ID#2329-22-8839)

All that certain lot, piece or parcel of land, with all improvements thereon, lying and being partly in Pittsylvania County and partly in the City of Danville, and being more particularly described as follows:

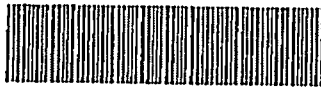
BEGINNING at an existing iron pin in the northern right of way line of Tanglewood Drive in the City of Danville, said iron pin being located N. 58° 20' 03" W. 4.39' from the end point of a right of way radius line connecting Piney Forest Road (Hwy No. 29) with said Tanglewood Drive; N. 58° 20' 03" W. 67.41' to an iron pin, said point being located in the City of Danville corporate limits line; thence with said corporate limits line, S. 83° 26' 14" W. 4.63' to an iron pin in the northern right of way line of Tanglewood Drive; thence with common lines with the property of Salisbury Mall limited Partnership the following seven (7) courses and distances: (1) N. 55° 39' 29" W. 134.68' to an iron pin, (2) N. 44° 02' 21" E. 172.63' to an iron pin, (3) S. 46° 39' 35" E. 129.89' to an iron pin, (4) S. 57° 09' 52" E. 52.86' to an iron pin, (5) South 31° 22' 08" W. 52.05' to a point, (6) S. 30° 40' 39" W. 67.47' to a point, and (7) along the arc of a curve to the right with length of 29.45' a chord bearing and distance of S. 58° 47' 36" W. 26.28' to the point of beginning, containing 0.714 acre, more or less (the "Property"), which property is sometimes referred to as "Outparcel 1" Of The Market Square Shopping Center).

AND BEING the same property conveyed unto the Grantor herein by deed dated April 29, 2011, and recorded in the Pittsylvania County Circuit Court Clerk's Office as Instrument Number LR110002260, to which deed and map reference is here had for a more particular description of the property herein conveyed.

This Refinance Deed of Trust is recorded under the provisions of Virginia Code Section 58.1-803(e). The original Deed of Trust was recorded as Instrument Number LR110002261.

INSTRUMENT 190001214
RECORDED IN THE CLERK'S OFFICE OF
MARTINSVILLE CIRCUIT COURT ON
DECEMBER 30, 2019 AT 11:09 AM
ASHBY R. PRITCHETT, CLERK
RECORDED BY: JCC

All state tax collected in
Martinsville City.



LR190001215

WHEN RECORDED MAIL TO:
AMERICAN NATIONAL BANK AND TRUST COMPANY, Martinsville Office, 900 Liberty Street,
Martinsville, VA 24112

Parcel ID No(s): 010960000, 000210200, 059690000, 000990306, 000468200 & 2329-22-8839

Page 1



ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF RENTS dated December 30, 2019, is made and executed between T R PROPERTIES, INC., whose address is 25 Broad St Apt 2A, Martinsville, VA 24112-2822 (referred to below as "Grantor") and AMERICAN NATIONAL BANK AND TRUST COMPANY, whose address is 900 Liberty Street, Martinsville, VA 24112 ("Grantee", also referred to below as "Lender").

ASSIGNMENT. For valuable consideration, Grantor hereby assigns, grants a continuing security interest in, and conveys to Lender all of Grantor's right, title, and interest in and to the Rents from the following described Property located in Henry County, City of Martinsville & Pittsylvania County, Commonwealth of Virginia:

See Exhibit "A", which is attached to this Assignment and made a part of this Assignment as if fully set forth herein.

The Property or its address is commonly known as 25 Ridgeway Terrace Drive, Ridgeway, VA 24148, 32 Bridge Street, S., Martinsville, VA 24112, 50 Fox Tree Drive, Martinsville, VA 24112, 320 Commonwealth Blvd., W., Martinsville, VA 24112, 1515 E. Church Street, Martinsville, VA 24112 and 3295 Hwy 29 N, Danville, VA 24540.

CROSS-COLLATERALIZATION. In addition to the Note, this Assignment secures all obligations, debts and liabilities, plus interest thereon, of either Grantor or Borrower to Lender, or any one or more of them, as well as all claims by Lender against Borrower and Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Borrower or Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

FUTURE ADVANCES. In addition to the amounts specified in the Note, this Assignment also secures future advances.

THIS ASSIGNMENT IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF BORROWER AND GRANTOR UNDER THE NOTE, THIS ASSIGNMENT, AND THE RELATED DOCUMENTS. THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

GRANTOR'S WAIVERS. Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

BORROWER'S WAIVERS AND RESPONSIBILITIES. Lender need not tell Borrower about any action or inaction Lender takes in connection with this Assignment. Borrower assumes the responsibility for being and keeping informed about the Property. Borrower waives any defenses that may arise because of any action or inaction of Lender, including without limitation any failure of Lender to realize upon the Property, or any delay by Lender in realizing upon the Property. Borrower agrees to remain liable under the Note with Lender no matter what action Lender takes or fails to take under this Assignment.

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Assignment or any Related Documents, Grantor shall pay to Lender all amounts secured by this Assignment as they become due, and shall strictly perform all of Grantor's obligations under this Assignment. Unless and until Lender

**ASSIGNMENT OF RENTS
(Continued)**

Loan No: 5001258507

Page 2

exercises its right to collect the Rents as provided below and so long as there is no default under this Assignment, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents, provided that the granting of the right to collect the Rents shall not constitute Lender's consent to the use of cash collateral in a bankruptcy proceeding.

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that:

Ownership. Grantor is entitled to receive the Rents free and clear of all rights, loans, liens, encumbrances, and claims except as disclosed to and accepted by Lender in writing.

Right to Assign. Grantor has the full right, power and authority to enter into this Assignment and to assign and convey the Rents to Lender.

No Prior Assignment. Grantor has not previously assigned or conveyed the Rents to any other person by any instrument now in force.

No Further Transfer. Grantor will not sell, assign, encumber, or otherwise dispose of any of Grantor's rights in the Rents except as provided in this Assignment.

LENDER'S RIGHT TO RECEIVE AND COLLECT RENTS. Lender shall have the right at any time, and even though no default shall have occurred under this Assignment, to collect and receive the Rents. For this purpose, Lender is hereby given and granted the following rights, powers and authority:

Notice to Tenants. Lender may send notices to any and all tenants of the Property advising them of this Assignment and directing all Rents to be paid directly to Lender or Lender's agent.

Enter the Property. Lender may enter upon and take possession of the Property; demand, collect and receive from the tenants or from any other persons liable therefor, all of the Rents; institute and carry on all legal proceedings necessary for the protection of the Property, including such proceedings as may be necessary to recover possession of the Property; collect the Rents and remove any tenant or tenants or other persons from the Property.

Maintain the Property. Lender may enter upon the Property to maintain the Property and keep the same in repair; to pay the costs thereof and of all services of all employees, including their equipment, and of all continuing costs and expenses of maintaining the Property in proper repair and condition, and also to pay all taxes, assessments and water utilities, and the premiums on fire and other insurance effected by Lender on the Property.

Compliance with Laws. Lender may do any and all things to execute and comply with the laws of the Commonwealth of Virginia and also all other laws, rules, orders, ordinances and requirements of all other governmental agencies affecting the Property.

Lease the Property. Lender may rent or lease the whole or any part of the Property for such term or terms and on such conditions as Lender may deem appropriate.

Employ Agents. Lender may engage such agent or agents as Lender may deem appropriate, either in Lender's name or in Grantor's name, to rent and manage the Property, including the collection and application of Rents.

Other Acts. Lender may do all such other things and acts with respect to the Property as Lender may deem appropriate and may act exclusively and solely in the place and stead of Grantor and to have all of the powers of Grantor for the purposes stated above.

No Requirement to Act. Lender shall not be required to do any of the foregoing acts or things, and the fact that Lender shall have performed one or more of the foregoing acts or things shall not require Lender to do any other specific act or thing.

APPLICATION OF RENTS. All costs and expenses incurred by Lender in connection with the Property shall be for Grantor's account and Lender may pay such costs and expenses from the Rents. Lender, in its sole discretion, shall determine the application of any and all Rents received by it; however, any such Rents received by Lender which are not applied to such costs and expenses shall be applied to the Indebtedness. All expenditures made by Lender under this Assignment and not reimbursed from the Rents shall become a part of the Indebtedness secured by this Assignment, and shall be payable on demand, with interest at the Note rate from date of expenditure until paid.

FULL PERFORMANCE. If Grantor pays all of the Indebtedness when due and otherwise performs all the obligations imposed upon Grantor under this Assignment, the Note, and the Related Documents, Lender shall execute and deliver to Grantor a suitable satisfaction of this Assignment and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Property. Any termination fee required by law shall be paid by Grantor, if permitted by applicable law.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect

**ASSIGNMENT OF RENTS
(Continued)**

Loan No: 5001258507

Page 3

Lender's interest in the Property or if Grantor fails to comply with any provision of this Assignment or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Assignment or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Rents or the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Assignment also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Assignment:

Payment Default. Borrower fails to make any payment when due under the Indebtedness.

Other Defaults. Borrower or Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Assignment or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower or Grantor.

Default on Other Payments. Failure of Grantor within the time required by this Assignment to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Default in Favor of Third Parties. Borrower or Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's or Grantor's property or ability to perform their respective obligations under this Assignment or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or Grantor or on Borrower's or Grantor's behalf under this Assignment or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Assignment or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Insolvency. The dissolution or termination of Borrower's or Grantor's existence as a going business, the insolvency of Borrower or Grantor, the appointment of a receiver for any part of Borrower's or Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower or Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or Grantor or by any governmental agency against the Rents or any property securing the Indebtedness. This includes a garnishment of any of Borrower's or Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower or Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower or Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Property Damage or Loss. The Property is lost, stolen, substantially damaged, sold, or borrowed against.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

**ASSIGNMENT OF RENTS
(Continued)**

Loan No: 5001258507

Page 4

Insecurity. Lender in good faith believes itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default and at any time thereafter, Lender may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Borrower or Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty that Borrower would be required to pay.

Collect Rents. Lender shall have the right, without notice to Borrower or Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender shall have all the rights provided for in the Lender's Right to Receive and Collect Rents Section, above. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Other Remedies. Lender shall have all other rights and remedies provided in this Assignment or the Note or by law.

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Assignment, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Assignment, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Assignment:

Amendments. This Assignment, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Assignment. No alteration of or amendment to this Assignment shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Caption Headings. Caption headings in this Assignment are for convenience purposes only and are not to be used to interpret or define the provisions of this Assignment.

Governing Law. This Assignment will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the Commonwealth of Virginia without regard to its conflicts of law provisions. This Assignment has been accepted by Lender in the Commonwealth of Virginia.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the applicable courts for the City of Martinsville, Commonwealth of Virginia.

Joint and Several Liability. All obligations of Borrower and Grantor under this Assignment shall be

**ASSIGNMENT OF RENTS
(Continued)**

Loan No: 5001258507

Page 5

joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each Grantor signing below is responsible for all obligations in this Assignment. Where any one or more of the parties is a corporation, partnership, limited liability company or similar entity, it is not necessary for Lender to inquire into the powers of any of the officers, directors, partners, members, or other agents acting or purporting to act on the entity's behalf, and any obligations made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Assignment.

Merger. There shall be no merger of the interest or estate created by this Assignment with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Interpretation. (1) In all cases where there is more than one Borrower or Grantor, then all words used in this Assignment in the singular shall be deemed to have been used in the plural where the context and construction so require. (2) If more than one person signs this Assignment as "Grantor," the obligations of each Grantor are joint and several. This means that if Lender brings a lawsuit, Lender may sue any one or more of the Grantors. If Borrower and Grantor are not the same person, Lender need not sue Borrower first, and that Borrower need not be joined in any lawsuit. (3) The names given to paragraphs or sections in this Assignment are for convenience purposes only. They are not to be used to interpret or define the provisions of this Assignment.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Assignment unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Assignment shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Assignment. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Assignment, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Notices. Any notice required to be given under this Assignment shall be given in writing, and shall be effective when actually delivered, if hand delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Assignment. Any party may change its address for notices under this Assignment by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

Powers of Attorney. The various agencies and powers of attorney conveyed on Lender under this Assignment are granted for purposes of security and may not be revoked by Grantor until such time as the same are renounced by Lender.

Severability. If a court of competent jurisdiction finds any provision of this Assignment to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Assignment. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Assignment shall not affect the legality, validity or enforceability of any other provision of this Assignment.

Successors and Assigns. Subject to any limitations stated in this Assignment on transfer of Grantor's interest, this Assignment shall be binding upon and inure to the benefit of the parties, their heirs, personal representatives, successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Assignment and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Assignment or liability under the indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Assignment.

Waive Jury. All parties to this Assignment hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

**ASSIGNMENT OF RENTS
(Continued)**

Loan No: 5001258507

Page 6

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the Commonwealth of Virginia as to all indebtedness secured by this Assignment.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Assignment. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Assignment shall have the meanings attributed to such terms in the Uniform Commercial Code:

Assignment. The word "Assignment" means this ASSIGNMENT OF RENTS, as this ASSIGNMENT OF RENTS may be amended or modified from time to time, together with all exhibits and schedules attached to this ASSIGNMENT OF RENTS from time to time.

Borrower. The word "Borrower" means T R PROPERTIES, INC.; and Theofilos G. Balabanis.

Default. The word "Default" means the Default set forth in this Assignment in the section titled "Default".

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Assignment in the default section of this Assignment.

Grantor. The word "Grantor" means T R PROPERTIES, INC..

Guaranty. The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Assignment, together with interest on such amounts as provided in this Assignment. Specifically, without limitation, Indebtedness includes all amounts that may be indirectly secured by the Cross-Collateralization provision of this Assignment.

Lender. The word "Lender" means AMERICAN NATIONAL BANK AND TRUST COMPANY, its successors and assigns.

Note. The word "Note" means the promissory note dated December 30, 2019, in the original principal amount of \$5,800,000.00 from Borrower to Lender, together with all modifications of and renewals, replacements, and substitutions for the promissory note or agreement.

Property. The word "Property" means all of Grantor's right, title and interest in and to all the Property as described in the "Assignment" section of this Assignment.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all of Grantor's present and future rights, title and interest in, to and under any and all present and future leases, including, without limitation, all rents, revenue, income, issues, royalties, bonuses, accounts receivable, cash or security deposits, advance rentals, profits and proceeds from the Property, and other payments and benefits derived or to be derived from such leases of every kind and nature, whether due now or later, including without limitation Grantor's right to enforce such leases and to receive and collect payment and proceeds thereunder.

THE UNDERSIGNED ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT, AND NOT PERSONALLY BUT AS AN AUTHORIZED SIGNER, HAS CAUSED THIS ASSIGNMENT TO BE SIGNED AND EXECUTED ON BEHALF OF GRANTOR ON DECEMBER 30, 2019.

THIS ASSIGNMENT IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS ASSIGNMENT IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GRANTOR:

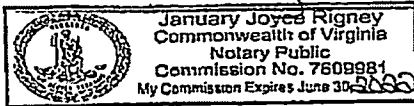
T R PROPERTIES, INC.

By: _____ (Seal)
Theofilos G. Balabanis, President of T R PROPERTIES,
INC.

CORPORATE ACKNOWLEDGMENT

STATE OF Virginia)
) SS
COUNTY OF City of Martinsville)

On this 30th day of Dec., 20 19, before me, the undersigned Notary Public, personally appeared Theofilos G. Balabanis, President of T R PROPERTIES, INC., and known to me to be an authorized agent of the corporation that executed the ASSIGNMENT OF RENTS and acknowledged the Assignment to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Assignment and in fact executed the Assignment on behalf of the corporation.

By January Joye Rigney
Notary Public in and for VirginiaResiding at Henry CountyMy commission expires 10/30/2022My registration number is 41609981

SCHEDULE "A"

T R Properties, Inc.

TRUST DEED DATED December 30, 2019

All of those three (3) certain lots or parcels of land together with the improvements thereon, situated in the City of Martinsville, Virginia, and being more particularly described as follows, to-wit:

PARCEL 1: (1515 E. Church Street Ext., Martinsville (Parcel ID#000468200)

All that certain lot or parcel of land, together with all improvements thereon known as the Chateau Terrace Apartments property located at 1515 Church Street Extension in the City of Martinsville, Virginia and being more particularly described as Lot #2, containing 28,114 square feet as shown on a Revision Plat Victor A. Lester prepared by Marvin E. Searce, C.L.S., on May 3, 1971, which map is of record in the Clerk's Office of the City of Martinsville, Virginia in Map Book 11, page 172 and is hereby incorporated by reference and made a part hereof.

AND BEING the same property conveyed unto the Grantor herein by deed dated May 28, 1999, and recorded in the aforesaid Clerk's Office in Deed Book 272, page 325, to which deed and map reference is here had for a more particular description of the property herein conveyed.

This Refinance Deed of Trust is recorded under the provisions of Virginia Code Section 58.1-803(e). The original Deed of Trust was recorded as Instrument Number LR1100422.

PARCEL 2: 32 Bridge Street, Martinsville (Parcel ID#000210200)

All that certain tract or parcel of land, together with the improvements thereon located in the City of Martinsville, bearing Tax Map Identification Nos. 32 Q 20 and 32 Q 21, designated as Lot 20R, containing 1.184 acres according to survey of Philip W. Nester, L.S., dated February 4, 1999, recorded in the Clerk's Office of the Circuit Court of the City of Martinsville, Virginia, in Plat Cabinet "B" Slide 69, page 5, and being therein described as follows:

BEGINNING at a ½" smooth iron pin found on Gravely Street, adjoining the lands now or formerly owned by Timothy D. Martin, et als; thence with the Martin line, N. 17° 24' 35" E. 185.82 feet to a set ½" iron rebar; thence N. 18° 19' 09" E. 73.96 feet to a set ½" iron rebar; thence S. 72° 59' 06" E. 219.42 feet to a set PK nail on Bridge Street, thence running along Bridge Street, S. 22° 35' 43" W. 33.35 feet to a point, thence S. 25° 59' 37" W. 40.56 feet to a point; thence , S. 29° 22' 03" W. 62.42 feet to a point; thence S. 31° 17' 41" W. 79.47 feet to a point; thence S. 33° 20' 08" W. 42.65 feet to a point; thence , S. 36° 53' 17" W. 12.19 feet to a point adjacent to Gravely Street, thence running along Gravely Street, N. 71° 37' 34" W. 163.77 feet to the point of BEGINNING.

AND BEING the same property conveyed unto the Grantor herein by deed dated September 30, 2011, and recorded in the aforesaid Clerk's Office as Instrument Number LR1100923, to which deed and map reference is here had for a more particular description of the property herein conveyed.

This Refinance Deed of Trust is recorded under the provisions of Virginia Code Section 58.1-803(e). The original Deed of Trusts were recorded as Instrument Number LR1100924 and Instrument Number LR1100925.

PARCEL 3: 320 Commonwealth BLVD, Martinsville (Parcel ID#000990306)

All that certain lot or parcel of land, together with all the improvements thereon, situated on the North Side of Commonwealth Boulevard, City of Martinsville, Virginia, being known and designated as Parcel N11, containing 60.030 square feet (1.378 acres), as shown on Plat of Survey for T R Properties, Inc., dated March 6, 2009, prepared by Bryan E. Jones, L.S, of record in the City of Martinsville Circuit Court Clerk's Office in Plat Cabinet B Slide 97, page 1.

SUBJECT TO a non-exclusive, perpetual, right of way, 44 feet in width for ingress, egress and drainage purposes as shown on the aforesaid plat.

TOGETHER WITH a 20 foot drainage easement which runs along the side lot lines, 10 foot on either side of the west and east boundary lines of Parcel N11, extending back 309.30 feet on the west side of Parcel N11 and 291.00 feet on the east side of Parcel N11, said Easement is for drainage and grading purposes; as is more particularly shown on the above described Plat of Survey.

AND BEING the same property conveyed unto the Grantor herein by deed dated April 2, 2009, and recorded in the aforesaid Clerk's Office as Instrument Number LR0900338, to which deed and map reference is here had for a more particular description of the property herein conveyed.

This Refinance Deed of Trust is recorded under the provisions of Virginia Code Section 58.1-803(e). The original Deed of Trust was recorded as Instrument Number LR1400804.

All of these two (2) certain lots or parcels of land together with the improvements thereon, situated in Henry County, Virginia, and being more particularly described as follows, to-wit:

PARCEL 4: 25 Ridgeway Terrace Drive, Ridgeway (Parcel ID# 010960000)

All of those lots or parcels of land located in Henry County, Virginia, and more particularly described as follows:

All that certain lot or parcel of land, situated on the Southwest side of State Route 642, Ridgeway District of Henry County, Virginia, being known and designated as Lot 3, containing 6.636 acres, more or less, as shown on Plat of Survey for Lonnie C. Burnette and Peggy E. Burnette and Larry D. Shupe and Karen L. Shupe, prepared by Lawrence W. Cockram, LLS, dated June 18, 1987, and revised October 14, 1987, recorded in the Henry County Circuit Court Clerk's Office in Map Book 82, page 1446.

AND BEING the same property conveyed unto the Grantor herein by deed dated July 30, 2010, and recorded in the aforesaid Clerk's Office as Instrument Number LR100002773, to which deed and map reference is here had for a more particular description of the property herein conveyed.

This Refinance Deed of Trust is recorded under the provisions of Virginia Code Section 58.1-803(e). The original Deed of Trust was recorded as Instrument Number LR15002784.

PARCEL 5: 50 Fox Tree Drive, Martinsville (Parcel ID#059690000)

All that certain lot or parcel of land, together with all the improvements thereon, situated on the South side of State Route 457 and on the North Side of Grandview Road, Collinsville District (formerly Iriswood and Martinsville District), Henry County, Virginia, being known and designated as Tract "A", containing 2.950 Acres, as shown on Plat of Survey for T R Properties, Inc., dated July 15, 1997, prepared by J.A. Gustin & Associates, P.E. & L.L.S., of record in the Henry County Circuit Court Clerk's Office in Map Book 89, page 332.

AND BEING the same property conveyed unto the Grantor herein by deed dated July 15, 1997, and recorded in the aforesaid Clerk's Office in Deed Book 752, page 396, to which deed and map reference is here had for a more particular description of the property herein conveyed.

This Refinance Deed of Trust is recorded under the provisions of Virginia Code Section 58.1-803(e). The original Deed of Trusts was recorded as Instrument Number LR140002054.

All of that certain lot or parcel of land together with the improvements thereon, situated in the Pittsylvania County, Virginia, and being more particularly described as follows, to-wit:

PARCEL 6: 3295 US Highway 29, Danville (Parcel ID#2329-22-8839)

All that certain lot, piece or parcel of land, with all improvements thereon, lying and being partly in Pittsylvania County and partly in the City of Danville, and being more particularly described as follows:

BEGINNING at an existing iron pin in the northern right of way line of Tanglewood Drive in the City of Danville, said iron pin being located N. 58° 20' 03" W. 4.39' from the end point of a right of way radius line connecting Piney Forest Road (Hwy No. 29) with said Tanglewood Drive; N. 58° 20' 03" W. 67.41' to an iron pin, said point being located in the City of Danville corporate limits line; thence with said corporate limits line, S. 83° 26' 14" W. 4.63' to an iron pin in the northern right of way line of Tanglewood Drive; thence with common lines with the property of Salisbury Mall limited Partnership the following seven (7) courses and distances: (1) N. 55° 39' 29" W. 134.68' to an iron pin, (2) N. 44° 02' 21" E. 172.63' to an iron pin, (3) S. 46° 39' 35" E. 129.89' to an iron pin, (4) S. 57° 09' 52" E. 52.86' to an iron pin, (5) South 31° 22' 08" W. 52.05' to a point, (6) S. 30° 40' 39" W. 67.47' to a point, and (7) along the arc of a curve to the right with length of 29.45' a chord bearing and distance of S. 58° 47' 36" W. 26.28' to the point of beginning, containing 0.714 acre, more or less (the "Property"), which property is sometimes referred to as "Outparcel 1" Of The Market Square Shopping Center).

AND BEING the same property conveyed unto the Grantor herein by deed dated April 29, 2011, and recorded in the Pittsylvania County Circuit Court Clerk's Office as Instrument Number LR110002260, to which deed and map reference is here had for a more particular description of the property herein conveyed.

This Refinance Deed of Trust is recorded under the provisions of Virginia Code Section 58.1-803(e). The original Deed of Trust was recorded as Instrument Number LR110002261.

INSTRUMENT 190001215
RECORDED IN THE CLERK'S OFFICE OF
MARTINSVILLE CIRCUIT COURT ON
DECEMBER 30, 2019 AT 11:14 AM
ASHBY R. PRITCHETT, CLERK
RECORDED BY: JCC

Del'd Wm. F. Stone 2-4-64 Returned
Mailed Sept 7, 1964

Commonwealth of Virginia
From: Deed #146
Lester Lumber Company, Inc.

This Deed, Made this 19th day of September, 1963, by
and between Lester Lumber Company, Incorporated

hereinafter designated as Grantor (even though more than one), and the COMMONWEALTH OF VIRGINIA, Grantee:
~~Witnesseth~~; In consideration of the sum of \$ 1.00 paid by the grantee to the grantor, receipt of
which is hereby acknowledged, the said grantor hereby grants and conveys unto said grantee in fee simple, with general
warranty, the land located in Martinsville Magisterial District, in Henry

County, and described as follows:

Being as shown on sheets 3 and 4 of the plans for Route 667, State Highway
Project 0667-044-150, C-502, and lying on both sides of and adjacent to the
centerline shown on the plans to be used from the existing east right of
way line of present Route 220 at approximate station 0+50 to the existing
south right of way line of the Carolina and North Western Railroad at
approximate station 23+79; and containing 3.20 acres, more or less, land,
together with the right and easement to use such additional areas shown
as being required for the proper execution and maintenance of the work and
being a part of the same lands acquired by the grantor from E. J. Davis,
by deed dated February 29, 1944, and recorded in Deed Book 74, Page 155, in
the office of the Clerk of the Circuit Court of said county.

For a more particular description of the land herein conveyed, reference is
made to photo copy of said sheets 3 and 4, showing outlined in RED the land
conveyed in fee simple, and outlined in GREEN the land conveyed for an ease-
ment, which photo copy is hereto attached as a part of this conveyance and
recorded simultaneously herewith in the State Highway Plat Book Number
4, Page 161 & 162

185/56

The said grantor covenants that he is seized of the land in fee simple herein conveyed; that he has the right to convey the said land to the grantees; that he has done no act to encumber the said land; that the grantee shall have quiet possession of the land, free from all encumbrances, and that he will execute such further assurances of the said land as may be requisite.

The said grantor covenants and agrees for himself, his heirs, successors and assigns, that the consideration hereinabove mentioned and paid to him shall be in lieu of any and all claims to compensation for land, and for damages, if any, to the remaining lands of the grantor which may result by reason of the use to which the grantee will put the land to be conveyed, including such drainage facilities as may be necessary.

IN TESTIMONY WHEREOF, LESTER LUMBER CO. INC., has caused this deed to be executed by G. T. LESTER, JR., its PRESIDENT, and its corporate seal to be hereunto affixed and attested by C. R. WAID, its secretary, said officers being thereunto duly authorized by resolution of its Board of Directors, copy of which is attached hereto, all as of the day, month and year first hereinabove written.

Attested and attested,

By

C. R. Waide
Secretary

Lester Lumber Co., Inc.
By G. T. Lester, Jr.

135 PAGE 53

STATE OF VIRGINIA,

County of HENRY, To-wit:

I, O. D. HARTMAN

, a Notary Public in and for
the County aforesaid, in the State of Virginia, do certify that G. L. LESTER, JR
and C. R. WAID, whose names are signed to the foregoing writing,
bearing date on the 19TH day of SEPTEMBER, 1963, have each
acknowledged the same before me in my County aforesaid.

My term of office expires NOVEMBER 28TH. 1964

Given under my hand this 5TH day of DECEMBER, 1963.

O. D. Hartman

Notary Public.

STATE OF VIRGINIA,

County of _____, To-wit:

I, _____

, a Notary Public in and for
the County aforesaid, in the State of Virginia, do certify that _____
and _____, whose names are signed to the foregoing writing,
bearing date on the _____ day of _____, 19____, have each
acknowledged the same before me in my County aforesaid.

My term of office expires _____

Given under my hand this _____ day of _____, 19____.

Notary Public.

Virginia:-

In Henry County Circuit Court, Clerk's Office

This Deed Jan. 27, 1964
was this day received in this office and
upon the annexed certificate of acknowledgement ad-
mitted to record at 4:45 o'clock P. M.
Teste: John H. Matthews Clerk

GENERAL PERMIT

Correct

1455 BOOK 199 PAC 34

\$ 1.00 Received of LEE TELEPHONE COMPANY

one dollar. Dollars in consideration of which, I hereby grant unto said Company, its successors and assigns, the right, privilege and authority to construct, operate and maintain its lines of Telephone and Telegraph, including the necessary poles, wires and fixtures upon, over and across the property which I own, or in which I have an interest, in the District of Martinsville, Va. County of Henry, and State of Virginia, and upon and along the roads, streets or highways adjoining the said property; said sum is received in full payment for said right, and also for the right to permit the attachment of the wires of any other company, or person to said poles and fixtures, and right to trim and cut all trees along said lines so as to clear and keep the wires cleared at least 12 feet, and the right to cut all trees that in falling would reach the wires, and the further right to erect and set the necessary guy and brace poles and anchors, and to attach thereto and to trees the necessary guy wires; said sum being received in full payment therefor.

Witness my hand and seal this 23 day of August, A. D. 1963 at Martinsville, Va.

Witness James P. Evans (Post Office Address)

Witness (L. S.)

Witness (L. S.)

STATE OF VIRGINIA

COUNTY of HENRY to-wit:

I, Frank M. Martin

a Notary Public

for the State at Large aforesaid, in the State of Virginia, do certify that

Lester Lbr. Co., Inc., by G. T. Lester, Jr. Pres

whose name is signed to the foregoing writing

bearing date on the 23rd day of August 19 63 has acknowledged

the same before me in my State aforesaid.

Given under my hand this 23rd day of August 19 63.

Frank M. Martin

Notary Public.

My Commission Expires November 14 19 65.

Virginia:-

In Henry County Circuit Court, Clerk's Office

June 15, 19 64

This Easement was this day received in this office and

upon the annexed certificate of acknowledgement ad-

mitted to record at 1:00 o'clock P. M.

Teste: John D. Matthews Clerk

Form No. 92-32-UGOND-AP
FOR CORPORATIONS

Appalachian Power Company
From
The Lester Group Inc.

Eas. No. 42 R/W Map No. 3780-3837
WO No. 752-001 (78-383) Prop. No. 42
Line Route 743 Tie Line

THIS AGREEMENT, made this 8th day of May, 1978, by and between

The Lester Group, Inc., a Virginia corporation,
herein called "Grantor," and APPALACHIAN POWER COMPANY, a Virginia corporation, herein called
"Appalachian,"

WITNESSETH:

That for and in consideration of the sum of One Dollar (\$1.00) cash in hand paid to Grantor by Appalachian, the receipt whereof is hereby acknowledged, Grantor hereby grants and conveys to Appalachian, its successors and assigns, rights of way and easements with the right, privilege and authority to Appalachian, its successors and assigns to construct, erect, install, operate, maintain, renew, and remove a line or lines for the purpose of transmitting electric power and a telephone line or lines, including electric service lines and extensions therefrom, in, on, along, over, through, across or under the following described lands of the Grantor situated in Martinsville District, County of Henry, State of Virginia, and bounded:

On the North by the lands of Lyann B. Short and the land of Harrison,

On the East by the lands of Nick Prillaman Estate

On the South by the lands of Arnold Martin and the land of Frank Lester

On the West by the lands of The Lester Group, Inc.

TOGETHER with the rights to Appalachian, its successors, and assigns, to install, place, erect, maintain, inspect, repair, renew, add to the number of, and relocate at will, poles, with crossarms, guys, anchors or fixtures, and string wires and cables, adding thereto from time to time, across, through or over the above referred to premises; the right to install, place, erect, maintain, inspect, repair, renew, add to the number of and relocate at will underground conduits, ducts, vaults, cables, wires, transformers, pedestals, risers, pads, fixtures, and appurtenances in, on, along, over, through, across and under the above referred to premises; the right to cut, trim and/or otherwise control any trees or overhanging branches which may interfere with or endanger the safety or use of said poles, crossarms, guys, anchors, fixtures, wires or cables and the right to disturb the surface of said premises and to excavate thereon, and to cut and clear said premises of brush and undergrowth and to remove therefrom any trees or tree roots, shrubs or growth which may interfere with or endanger the safety or use of said conduits, ducts, vaults, cables, wires, transformers, pedestals, risers, pads, fixtures, and appurtenances; and the right of ingress and egress to and over said above referred to premises, and any of the adjoining lands of the Grantor at any and all times, for the purpose of installing, placing, erecting, maintaining, inspecting, repairing, renewing and removing its poles, crossarms, guys, anchors, conduits, ducts, vaults, cables, wires, transformers, pedestals, risers, pads, fixtures and appurtenances, and for the purpose of adding to the number thereof, and for doing anything necessary or useful or convenient for the enjoyment of the easement herein granted; also the privilege of removing at any time any or all of said improvements erected or installed in, on, along, over, through, across or under the above referred to premises as may be required by Appalachian for the full enjoyment or relinquishment of the rights herein granted.

TO HAVE AND TO HOLD the same unto Appalachian Power Company, its successors and assigns.

It is agreed that the foregoing is the entire contract between the parties hereto, and that this written agreement is complete in all its terms and provisions.

BOOK 286 PAGE 803

BOOK 286 PAGE 804

IN WITNESS WHEREOF, Grantor has caused its corporate name and seal to be hereto affixed the day and year first above written.

The Lester Group, Inc.

X By George W. Lester II President
X ATTEST: William D. Galt Secretary

STATE OF VIRGINIA

COUNTY OF Henry

TO-WIT:-

I, Lawrence J. Pagnier, a Notary Public in and for the State and County aforesaid, do certify that George W. Lester II and Richard D. Lester, whose names are signed to the writing above, bearing date on the 8th day of May, 1978, as President and Secretary, respectively, of The Lester Group, Inc. have this day acknowledged the same before me in my County aforesaid.

Given under my hand and seal of office this 8th day of May, 1978

My Commission expires:

July 14, 1981

Lawrence J. Pagnier
Notary Public

STATE OF WEST VIRGINIA

COUNTY OF _____

TO-WIT:-

APPALACHIAN POWER CO.
ROANOKE REAL ESTATE OFFICE
Checked By: Robert L. Crause Re-Checked By: _____
Date: 5-19-78

VIRGINIA: In the Clerk's Office of the Circuit Court of Henry County, 5-19-78, 1978. This deed was this day presented to me, Clerk of the Court, by the certificate of acknowledgment of the parties thereto, and I have caused the same to be recorded, at 11:50 o'clock AM, after payment of \$_____ tax imposed by Sec. 52-54 (b).
Witness: Robert L. Crause, Clerk.

Tax \$.15 Transfer Fee \$ _____

Henry County Clerk Court Clerk's Office
This deed is for the property in this office
Book 286 Page 804
Filed and certified to record
5-19-78 11:50AM
Recorder's Book P
State Tax #1 \$.15
State Tax #2 \$ _____
Recording \$ 10.00
Transfer Fee \$ _____
Paid \$ 10.15
Total \$ 10.15

1487

City of Martinsville
From: Book #1998
Lester Lumber Company, Inc. et al

BOOK 206 PAGE 286

*Rec'd
City Clerk
1/1/67*

This Deed made this 27 day of January, 1967, by and between
Lester Lumber Company Incorporated, and Martinsville Plaza, Incorporated

of Martinsville, Virginia, party of the first part, and the CITY
OF MARTINSVILLE, VIRGINIA, of the second part, hereinafter called the City.

WITNESSETH: In considerations of the benefits accruing or to accrue to the said party of the
first part by reason of the location and construction or other improvements 21 inch sanitary
sewer line

along or over the lands of the party of the first part, and for the further consideration of

paid by the said City to the parties of the first part, receipt of which is
hereby acknowledged, the said parties of the first part hereby grant and convey unto the said
City, with general warranty of title, a perpetual easement and right-of-way over or along the

lands of the parties of the first part needed for the construction of the said sanitary sewer line

as shown on a plat and survey of said sanitary sewer line on file in the office of the

Jones Creek Interceptor
City Engineer at Martinsville, Va., identified as Book No. Project, said
parcel of land being in the City of Martinsville, Virginia, and further described as follows;

Beginning at a point said point being on the west right of way line of
U. S. Route # 220, said point also south of the Carolina and Northwestern Railroad,
and being designated as approximate Station 51 + 77 as shown on Plans of
Sewerage System Improvements for the City of Martinsville as prepared by Wiley and
Wilson Consulting Engineers dated March 26, 1962, as revised January 15, 1967
and designated on said plans as "Jones Creek Interceptor", a copy of which is to be
recorded in the Henry County Clerks Office, and also in the City Circuit Court
Clerks Office; thence leaving said point of beginning N 72° 49' E 108.0 feet to a
point said point being the center of a proposed manhole; thence N. 58° 22' E
411.0 feet to a point, said point being the center of a proposed manhole; thence
N 66° 48' E 215.03 feet to a point, said point being the center of a proposed
manhole; thence N. 70° 14' E 328.97 feet to a point, said point being the center
of a proposed manhole; thence continuing same bearing of N 70° 14' E 97.0 feet
more or less to the west right of way line of State Route # 667 as shown on the
aforesaid plans and is the extent of this easement.

The above description is along the centerline of a fifteen (15) foot sanitary
sewer easement which crosses property deeded to the Lester Lumber Company,
Incorporated by William E. Giesler, et als by deed of record in Deed Book 172
page 366 dated February 6, 1962 in the Henry County Clerks Office and being property
as shown on a "Map of Property of William P. Giesler and W. E. Giesler by
J. A. Gustin & Associates dated July 28, 1959, revised August 12, 1959 of record
in Map Book 14 page 82 in the aforesaid clerks office; said easement also crosses
property conveyed to the Lester Lumber Company Incorporated by E. J. Davis' Special
Commissioner of record in Deed Book 74 Page 155 dated February 23, 1944 in the
Henry County Clerks Office and being Tract # 4 of the J. M. Smith Farm sub-division
by T. S. Moore dated August 1919 of record in Map Book 2 page 163 in the Henry
County Clerks Office. Reference is hereby made to a memorandum of lease from Lester
Lumber Company, Incorporated to Martinsville Plaza Incorporated of record in Deed
Book 197 page 531 dated January 1, 1966 in the Henry County Clerks Office.

(Over)

BOOK 206 PAGE 237

STATE OF VIRGINIA,

CITY OF....., To-wit:

I,, a Notary Public, in and for the City aforesaid, in the State of Virginia, do certify that..... and..... whose names are signed to the foregoing writing, bearing date on the..... day of..... 19....., have each acknowledged the same before me in my State and City aforesaid.

Given under my hand this.....day of..... 19.....

Notary Public

My commission expires.....

(Corporate Acknowledgement)

State of Virginia

City of Martinsville

I, Linda H. Handy, a Notary Public, for the city in the state aforesaid do certify that Tilden J. Lester whose name as president of Lester Lumber Company, Inc. is signed to the foregoing writing dated January 27, 1967 personally appeared before me in my said city and acknowledged the same as the act of said corporation, made oath that he is president of said corporation and that the seal affixed thereto is its true corporate seal and has been affixed and attested by due authority.

Given under my hand this 17th day of April 1967

Notary Public

My commission expires the 18 day of July 1968

Corporate Acknowledgement

STATE OF INDIANA)
COUNTY OF MARION)

SS:

I, Shirley J. Banta, a Notary Public, for the county and state aforesaid do certify that Melvin Simon, whose name as President of Martinsville Plaza, Inc. is signed to the foregoing writing dated January 27, 1967, personally appeared before me in my said county and acknowledged the same as the act of said corporation made oath that he is president of said corporation and that the seal affixed thereto is its true corporate seal and has been affixed and attested by due authority.

Given under my hand this 8th day of May, 1967.

My Commission Expires the 8th day of August, 1968.

Shirley J. Banta, Notary Public

Virginia:

In Henry County Circuit Court, Clerk's Office

This Deed was this day received in this office and

upon the annexed certificate of acknowledgment at-

mitted to record at 4:20 o'clock P M.

Test: John H. Matthews Clerk

James M. G. G.

1998

In Henry County Circuit Court, Clerk's Office

This Deed was this day received in this office

and recorded in Deed

Book No. 286 Page 286

Test: John H. Matthews

4:00

Page 1.

of Martinsville, Virginia, party of the first part, and the CITY OF MARTINSVILLE, VIRGINIA, of the second part, hereinafter called the City.

WITNESSETH: In considerations of the benefits accruing or to accrue to the said party of the first part by reason of the location and construction or other improvements of a 24 inch Sanitary Sewer Line

along or over the lands of the party of the first part, and for the further consideration of.....

_____ , paid by the said City to the parties of the first part, receipt of which is hereby acknowledged, the said parties of the first part hereby grant and convey unto the said City, with general warranty of title, a perpetual easement and right-of-way over or along the

lands of the parties of the first part needed for the construction of the said Sanitary Sewer Line
as shown on a plat and survey of said Sanitary Sewer Line on file in the office of the
Jones Creek Interceptor

City Engineer at Martinsville, Va., identified as ~~Sheet No. 10-1-122-1~~ ~~Project No. 10-1-122-1~~ said parcel of land being in the City of Martinsville, Virginia, and further described as follows: Beginning at a point, said point being an existing manhole located within an old road right of way along the rear of a tier of lots fronting on Stultz Road in Henry County, Virginia, said point also being designated as station 58+99 as shown on plans of Sewerage System Improvements for the City of Martinsville as prepared by Wiley and Wilson, Consulting Engineers, dated March 26, 1962 as revised January 15, 1967 as revised May 10, 1968 and designated on said plans as "Jones Creek Interceptor" a copy of which is to be recorded in the City of Martinsville Corporation Court Clerk's Office and also in the Henry County Circuit Court Clerk's Office, thence leaving said point of beginning N66°02' E 418.50 feet to a point, said point being the Center of an existing manhole, thence N66°45'E 261.00 feet to a point, said point being the Center of an existing manhole, thence S 70°47'E 207.00 feet crossing the right of way of State Route #667 and also the right of way of the Carolina and Northwestern Railroad to a point, said point being the center of an existing manhole, thence N 66°45' E 332.00 feet to a point, said point being the Center of an existing manhole, thence same bearing of N66°45'E 350.00 feet to a point, said point being the Center of an existing manhole, thence same bearing of N66°45'E 350.00 feet to a point, said point being the Center of an existing manhole, thence same bearing of N66°45'E 350.00 feet to a point, said point being the Center of an existing manhole, thence same bearing of N66°45'E 350.00 feet to a point, said point being the Center of an existing manhole, thence S87°35'E 403.89 feet to a point, said point being the Center of an existing manhole, thence S78°42'E 308.11 feet to a point, said point being the Center of an existing manhole thence same bearing of S78°42'E 309.69 feet to a point said point being the center of an existing manhole, thence S84°15'E 289.00 feet to a point, said point being the Center of an existing

(Continued on Page 4)

manhole thence N89°59'E 274.31 feet to a point, said point being the center of an existing manhole, thence same bearing of N89°59'E 273.12 feet to a point, said point being an existing manhole, thence same bearing of N89°59'E 245.00 feet to a point, said point being the Center of an existing manhole, thence N82°08'E 311.19 feet to a point, said point being the Center of an existing manhole, thence N72°16'E 359.97 feet to a point, said point being the Center of an existing manhole, thence N82°15'E approximately 42 feet to the dividing property line between the herein grantors and property owned by the Continental Can Company, Inc. said point being 60.0 feet in a southern direction along said dividing line from the south right of way line of the Carolina and Northwestern Railroad as shown on the aforesaid plans.

The above description is along the Centerline of a fifteen (15) foot sanitary sewer easement which crosses property deeded to the Lester Lumber Company, Incorporated by E. J. Davis' Special Commissioner of record in Deed Book 74 page 155 dated February 23, 1944 in the Henry County Clerk's Office and being tract #4 of the J. M. Smith Farm Sub-division; property deeded to the Lester Lumber Company, Incorporated by the heirs of Mary J. Burge of record in Deed Book 74 page 258 dated October 30, 1963 in the City Circuit Court Clerk's Office, being lot #8, lot #9, lot #10 of the O. M. Stultz Farm sub-division; and property deeded to the Lester Lumber Company, Incorporated by C. Q. Perdue of record in Deed Book 64, page 256 dated May 25, 1939 in the Henry County Clerk's Office, being part of Lot #11, Lot #12, Lot #13 and Lot #14 of the O. M. Stultz Farm Sub-division. Reference is hereby made to the J. M. Smith Farm sub-division map by T. S. Moore dated August 1919 of record in Map Book 2 page 163 in the Henry County Clerk's Office; and also map of sub-division of the O. M. Stultz Farm by T. S. Moore dated August 1921 of record in Map Book 1 page 154 in the Henry County Clerk's Office.

The above described sanitary sewer also crosses the right of way of the Carolina and Northwestern Railroad and also the right of way of State Route #667, as shown on the aforesaid Jones Creek Plans.

This easement supersedes a previous easement from Lester Lumber Company, Incorporated and Martinsville Plaza Inc. dated February 28, 1967 as recorded in deed book 206, page 286 and also a previous easement from Lester Lumber Company, Incorporated dated January 27, 1967 as recorded in deed book 204, page 397 both deeds of record in the Henry County Circuit Court Clerk's Office.

222 PAGE 189

Clerk's Office Circuit Court
Henry County, Virginia
Filed and admitted to record
5-22-70 10:20 AM
Recorded Deed Book 206
State Tax #1
State Tax #2
Recording
Transfer Fee

Henry County Circuit Court, Martinsville, Virginia
Deed Book 206, Page 286
1967
J. M. Smith Farm Sub-division
O. M. Stultz Farm Sub-division
T. S. Moore
August 1919
August 1921

189

It is further agreed that the said City will at its expense construct and maintain the herein referred to sanitary sewer line. The City will at its expense restore, to the elevation existing immediately prior to the construction of the herein referred to sewer line, all ground areas that are disturbed as a result of the construction of the sewer line along the herein referred to sewer line easement. The City agrees to reseed all areas wherein grass is destroyed as a result of the construction of the herein referred to sewer line, in accordance with City Specifications dated April 21, 1960, and on file in the office of the Director of Public Works.

It is further agreed that the City shall have the right of ingress and egress to the herein referred to sewer easement, for the purpose of construction, maintenance and inspection of the sewer line along said easement. It is further agreed that the City will have the right of ingress and egress for the purpose of making connections to sewer line that may be constructed along said easement.

It is further agreed that the City shall have the right to utilize its forces and equipment beyond the fifteen (15) foot easement during the period of construction of a sewer line along the herein referred to sanitary sewer easement.


It is further agreed all policies, regulations and charges of the City now prevailing or hereafter established governing connections to or use of the sewer system of the City shall be applicable in connection to or use of this line.

The part..... of the first part covenant..... and agree..... for himself, (themselves) (itself) his heirs, successors and assigns, that the consideration hereinabove mentioned shall be in lieu of any and all claims to compensation and damages by reason of the location, construction and maintenance of said section of _____

It is further agreed between the parties to this agreement that should the improvement of said section of _____ be not constructed, this instrument shall be null and void.

Witness the following signatures and seals.

J. L. Hunter, President
Lester Lumber Company, Inc.
C. R. Wain



STATE OF VIRGINIA,

CITY OF _____, To-wit:

I, _____, a Notary Public, in and for the City aforesaid, in the State of Virginia, do certify that _____, and _____ whose names are signed to the foregoing writing, bearing date on the _____ day of _____ 19_____, have each acknowledged the same before me in my State and City aforesaid.

Given under my hand this _____ day of _____ 19_____

Notary Public

My commission expires _____

(Corporate Acknowledgement)

State of Virginia

City of Martinsville

I, Linda M. Hardy, a Notary Public, for the city in the state aforesaid do certify that Jordan J. Lister and C. R. Williams whose names as president of and Secretary, Patsy L. C. Inc. is signed to the foregoing writing dated March 9, 1970 personally appeared before me in my said city and acknowledged the same as the act of said corporation, made oath that he is president of said corporation and that the seal affixed thereto is its true corporate seal and has been affixed and attested by due authority.

Given under my hand this 20 day of May 1970

Notary Public

My commission expires the 21 day of July 1970

VIRGINIA: In the Clerk's Office of the Circuit Court of Henry County, May 21, 1970. This deed was this day received in said office, and, upon the certificate of acknowledgment, the same was admitted to record, at 11 o'clock P. M., after payment of \$_____, tax imposed by Sec. 58-54 (1).

Teste:

John A. Matthews, Clerk.

Tax \$_____

Transfer Fee \$_____

*Mailed 12-7-77
City of Martinsville - Engineering Dept.*

CITY OF MARTINSVILLE, VIRGINIA

947

FROM:

THE LESTER GROUP, INC.

THIS EASEMENT made this the 30th day of September, 1977, by and between the Lester Group, Inc., a Virginia corporation hereinafter designated as Grantor, party of the first part and the City of Martinsville, a Municipal corporation, hereinafter designated as Grantee, party of the second part.

WITNESSETH: That for and in consideration of the benefits accruing or to accrue to said Grantor by reason of the location, improvements and widening of Commonwealth Boulevard between the West corporate limits and Market Street, the said Grantor hereby grants and conveys with general warranty of title unto the said Grantee necessary drainage easements required for the proposed roadway construction, the said drainage improvements being shown on the plans titled proposed four-laning of Commonwealth Boulevard, dated September, 1977; and later revisions as prepared by the City of Martinsville's Engineering Division and to be recorded in the Circuit Court Clerk's Office of the City of Martinsville, Virginia and being described as follows:

ITEM I - Being a ten (10) foot drainage easement north of approximate Station 25+50 and following the existing drainage way as it meanders to Jones Creek.

ITEM II - Being a ten (10) foot drainage easement north of the approximate Station 30+50 along an existing drainage way as it meanders to Jones Creek.

ITEM III - Being a ten (10) foot drainage easement north of approximate Station 37+00 along an existing graded ditch line as it meanders to Jones Creek.

LEGAL DEPARTMENT
CITY OF MARTINSVILLE,
VIRGINIA

-1-

BOOK 125 PAGE 345

The Grantee shall have the right to utilize the immediate adjacent area to the drainage easement as a temporary construction easement to allow for the necessary grading, construction, and maintenance of drainage improvements along the ten (10) foot drainage easements.

The Grantor reserves the right and privilege to request relocation of a drainage easement to mutually agreed new location.

The above described drainage easement cross over and on land acquired by the herein Grantor from E. Stuart James Grant, et als dated June 8, 1945; and recorded in Deed Book 76, page 504 of Henry County Circuit Court Clerk's Office, and lands acquired from E. J. Davis, Special Commissioner dated February 23, 1944, and recorded in Deed Book 74, page 155 of said Clerk's Office. Reference is also made to Charter Book 6, page 425 in the City of Martinsville's Circuit Court Clerk's Office to the corporate name change from Lester Lumber Company, Inc., to the Lester Properties Inc.; and a deed and easement recorded in Deed Book 71, page 654 of the Martinsville Circuit Court Clerk's Office dated April 23, 1963, between the herein Grantor and Grantee.

IN WITNESS WHEREOF, The Lester Group, Inc., has caused this easement to be executed by its President, Tilden J. Lester, and its corporate seal affixed hereto and attested by Richard D. Laxton, its secretary, this day and year first above written.

THE LESTER GROUP, INC.

By Tilden J. Lester
Tilden J. Lester, President

LEGAL DEPARTMENT
CITY OF MARTINSVILLE,
VIRGINIA

ATTEST:

Richard D. Laxton
Richard D. Laxton, Secretary

-2-

BOOK 125 PAGE 346

STATE OF VIRGINIA,

CITY OF MARTINSVILLE, TO-WIT:

I, Laurie J. Quinn a Notary Public, for the City in the State aforesaid, do hereby certify that Tilden J. Lester, President of The Lester Group, Inc., whose name is signed to the foregoing writing dated September 30, 1977, personally appeared before me in my City aforesaid and acknowledged the same as the act of said corporation; made oath that he is President of said corporation and that the corporate seal affixed hereto is the true corporate seal of said corporation and has been affixed and attested by due authority.

Given under my hand this 21 day of October, 1977.

My commission expires: July 14, 1981

Laurie J. Quinn
NOTARY PUBLIC
CITY OF MARTINSVILLE, VIRGINIA

10 77 455 P. 7102

Joseph O. Clift

LEGAL DEPARTMENT
CITY OF MARTINSVILLE,
VIRGINIA

-3-

300* 125 PAGE 347

LEE TELEPHONE COMPANY
 FROM: EASEMENT # 685
 LESTER LUMBER COMPANY, INC.

GENERAL PERMIT

Correct

Oct. 2, 1952

RECEIVED OF LEE TELEPHONE COMPANY

\$1.00

--One and no/100-- Dollars in consideration of which we hereby grant unto said Company, its successors and assigns, the right, privilege and authority to construct, operate and maintain its lines of Telephone and Telegraph, including the necessary poles, wires and fixtures upon, over and across the property which we own, or in which we have an interest, in the City of Martinsville County of Henry and State of Virginia, and upon and along the roads, streets or highways adjoining the said property; said sum is received in full payment for said right, and also for the right to permit the attachment of the wires of any other company, or person to said poles and fixtures, and right to trim and cut trees along said lines so as to clear and keep the wires cleared at least --10-- feet, and the right to cut all trees that in falling would reach the wires, and the further right to erect and set the necessary guy and brace poles and anchors, and to attach thereto and to trees the necessary guy wires; said sum being received in full payment therefor.

If this line is ever in the way of future developments. The Lee Telephone Co. will move line out of way at the its expense. End of Stuart St. across our Hairston Land - to Red Oak St. Hooker Bassett Hill

Witness our hand and seal this ____ day of Oct. 2, 1952 A. D. 1952, at Martinsville, Va. (Post Office Address)

Witness C. R. Waid

Lester Lumber Company, Inc. (L. S.)

By G. T. Lester, Jr. (Land Owner)

STATE OF VIRGINIA

COUNTY OF HENRY to-wit:

I, C. R. Wilcox, Jr. a Notary Public for the state-at-large aforesaid, in the State of Virginia, do certify that Lester Lumber Company, Inc. by G. T. Lester, Jr. whose name is signed to the foregoing writing bearing date on the 2nd day of October 1952 has acknowledged the same before me in my state aforesaid.

Given under my hand this 2nd day of October 1952.

C. R. Wilcox, Jr., Notary Public

My Commission Expires August 21, 1956.

VIRGINIA

In City of Martinsville Circuit Court, Clerk's Office July 2, 1953. This Esmt. was this day received in this office, and upon the annexed certificate of acknowledgment to record at 2:35 o'clock P. M.

Teste:

James D. Bliff

Clerk

Verified

7-6-1953

mailed
6-5-68
Southwestern Va Gas Co
P.O. Box 591
Martinsville, Va



LR92-251

Southwestern Virginia Gas Co
From: R/W Agreement
Lester Lumber Co Inc

RIGHT OF WAY AGREEMENT

407

FOR AND IN CONSIDERATION OF the sum of ONE (\$1.00)

Dollars cash in hand paid, receipt whereof is hereby acknowledged, I, or we, Lester Lumber Company, Inc., a Virginia corporation

do hereby grant unto Southwestern Virginia Gas Company, a corporation of the State of Virginia, its successors, and assigns, the right to construct, maintain, inspect, operate, protect, repair, replace, change the size of, or remove a pipeline or pipe-lines and appurtenances for the transportation of gas, oil, petroleum products, or any other liquids, gases or substances which can be transported through a pipe line, through its lands in Martinsville District, Henry County, Commonwealth of Virginia, said lands being bounded and described as follows: a shopping center leased to Martinsville Plaza, Inc., bounded

- On the North by the lands of Carolina and Northwestern Railroad
- On the East by the lands of Lester Lumber Company, Inc.
- On the South by the lands of Armory Road
- On the West by ~~Carroll Road~~ Virginia-U.S. Highway #220

with the right of ingress and egress to, from and through same.
It is agreed that the gas line to be laid under this grant shall be constructed and maintained below cultivation, so that Grantors may fully use and enjoy the premises, subject to the rights of the Grantee to maintain and operate said line or lines.
The interest of the Grantee herein shall be subject to any lien or liens given by the Grantee and recorded in the proper Clerk's Office and is to be held in accordance with the provisions of any instrument containing such lien or liens.
The Grantee is further granted the right at any time to lay additional lines of pipe approximately parallel to the first line herein provided, upon the payment of the price above mentioned, for each additional line to be laid.
Grantee further agrees to pay for any damages that may arise from the construction, maintenance, operation and removal of said lines.

It is understood that the entire agreement with respect to the subject matter hereof is herein contained, and nothing in parol will be allowed to vary or supplement this agreement.
WITNESS the following signatures and seals this, the 27th day of July

LESTER LUMBER COMPANY, INC.
By *Lester Lumber* (SEAL)
President (SEAL)
(SEAL)
(SEAL)

In consideration of \$1.00 and other considerations, I, the undersigned, hereby adopt and join in the execution of the above and foregoing grant and consent to the enjoyment by the Grantee therein of the rights granted by said grant.

Dated this day of 19

92 251 (SEAL)
(SEAL)
(SEAL)

COMMONWEALTH OF VIRGINIA
CITY OF Martinsville
COUNTY OF _____

(Individual Form)

To-wit:

City aforesaid

County aforesaid

I, Linda H. Handy, a Notary Public in and for the Commonwealth of Virginia at Large do hereby certify that Tildon J. Lester, whose name as Pres. of Lester Lumber Co. signed to the foregoing writing bearing date on the 27th day of July, 1966, have this day acknowledged the same before me in the City aforesaid.

Given under my hand this 3 day of August, 1966
My commission expires July 18, 1969 Linda H. Handy
Notary Public

In the Clerk's Office of the Corporation Court for the City of Martinsville, Virginia, this instrument is admitted to record at 2:25 o'clock P.M., May 29, 1968 and with the certificate of acknowledgment thereto annexed.

James D. Clift
Clerk
Recorded, Deed Book 92
Page 251
and
Filed
May 29, 1968
Presented in office with Certificate and submitted to record at 2:25 o'clock P.M.
James D. Clift
Clerk
Court at Martinsville

RIGHT OF WAY

Southwestern Virginia Gas Company, a Corporation
of the State of Virginia

TO

COMMONWEALTH OF VIRGINIA

COMMONWEALTH OF VIRGINIA
CITY OF _____
COUNTY OF _____

(Witness Form)

To-wit:

City aforesaid

County aforesaid

I, _____, a Notary Public in and for the Commonwealth of Virginia at Large do hereby certify that the execution of the foregoing writing bearing date on the _____ day of _____, 19____ by _____, and _____ whose name _____ signed thereto, was proved before me in the _____ aforesaid by the evidence and on the oath of _____ and _____

_____ subscribing witnesses to said writing.

Given under my hand this _____ day of _____, 19____

My commission expires _____

Notary Public

BOP

92 PAGE 252

CITY OF MARTINSVILLE
FROM: DEED
LESTER LUMBER CO., INC.

Del 5/5/64
Bill Law
City

This Deed made this 20th day of February, 1964, by and for the
Lester Lumber Company, Inc.

of Martinsville, Virginia, party of the first part, and the CITY
OF MARTINSVILLE, VIRGINIA, of the second part, hereinafter called the City.

WITNESSETH: In considerations of the benefits accruing or to accrue to the said party of the
first part by reason of the location and construction or other improvements of an eight
foot sanitary sewer line

along or over the lands of the party of the first part, and for the further consideration of

paid by the said City to the parties of the first part, receipt of which is
hereby acknowledged, the said parties of the first part hereby grant and convey unto the said
City, with general warranty of title, a perpetual easement and right-of-way over or along the
lands of the parties of the first part needed for the construction of the said sanitary sewer line
as shown on a plat and survey of said sanitary sewer line on file in the office of the

City Engineer at Martinsville, Va., identified as S. 1775, Project, said
plat of land being in the City of Martinsville, Virginia, and further described as follows:
Beginning at a point, said point being on the South right-of-way line of the 100 foot
wide street, right-of-way located between the Washington line of the City of
Martinsville and Liberty Street, said point being 255.3 feet in a westerly direction
from the Northwest corner of the National Guard property located on said street,
said point also being Station 0+00.00 on plans of the Sewerage System
Improvements for the City of Martinsville as prepared by Wiley and Wilson Consulting
Engineers, dated December 29, 1953, and identified on said plans as line 3-15, a line
to be located in the City of Martinsville Circuit Court Clerk's Office; thence S 15°
50' E, 100.00 feet to a point, said point being the center of a proposed manhole;
thence S 15° 21' E, 217.83 feet to a point, said point being the center of a proposed
manhole; thence S 15° 21' E, 193.75 feet to a point, said point being the center of a
proposed manhole; thence S 15° 21' E, 95.62 feet to a point on the dividing line
between lands of Lester Lumber Company, Inc., and the Community Park Tract owned by the
City of Martinsville, said point being 100 feet in a westerly direction, measured along
the line from the west end of Aramstead Street, and also being 100 feet in a
westerly direction from a creek.

A description is along the centerline of a ten (10) foot sanitary sewer
each side that cross said land between Lester Lumber Company, Inc., and land acquired
by Lester Lumber Company, Inc. from E. Stuart James Grant et al., of record in the
Henry County Circuit Court Clerk's Office in Deed Book 76, Page 504, dated June 6,
1953, as shown on an unrecorded map showing Survey of Land for E. Stuart James Grant,
dated June 7, 1945, by H. E. Peirce.

(Over)

805X

75 PAGE 920

75/920

It is further agreed that the said City will at its expense construct and maintain the herein referred to sanitary sewer line. The City will at its expense restore to the elevation existing immediately prior to the construction of the herein referred to sewer line, all ground areas that are disturbed as a result of the construction of the sewer line along the herein referred to sewer line easement. The City agrees to reseed all areas wherein grass is destroyed as a result of the construction of the herein referred to sewer line, in accordance with City Specifications dated April 21, 1960, and on file in the office of the Director of Public Works.

It is further agreed that the City shall have the right of ingress and egress to the herein referred to sewer easement, for the purpose of construction, maintenance and inspection of the sewer line along said easement. It is further agreed that the City will have the right of ingress and egress for the purpose of making connections to sewer line that may be constructed along said easement.

It is further agreed that the City shall have the right to utilize its forces and equipment beyond the ten (10) foot easement during the period of construction of a sewer line along the herein referred to sanitary sewer easement.


It is further agreed all policies, regulations and charges of the City now prevailing or hereafter established governing connections to or use of the sewer system of the City shall be applicable in connection to or use of this line.

175 The part... of the first part covenant... and agree... for himself, (themselves) (itself) his heirs, successors and assigns, that the consideration hereinabove mentioned shall be in lieu of any and all claims to compensation and damages by reason of the location, construction and maintenance of said section of "easement"

It is further agreed between the parties to this agreement that should the improvement of said section of "easement" be not constructed, this instrument shall be null and void.

Witness the following signatures and seals.

Golden Shuster, Jr.
C. R. Ward



STATE OF VIRGINIA,

CITY OF Richmond, To-wit:

I, John W. Smith, a Notary Public, in and for the City aforesaid, in the State of Virginia, do certify that John W. Smith, and John W. Smith whose names are signed to the foregoing writing, bearing date on the 10 day of April 1917, have each acknowledged the same before me in my State and City aforesaid.

Given under my hand this 10 day of April 1917

John W. Smith
Notary Public

My commission expires 10-10-18 VIRGINIA. In City of Richmond, Circuit Court, Clerk's Office

This 10 day received in this office upon the annexed certificate of acknowledgment admitted to record at Richmond 10-10-17 Clerk

(Corporate Acknowledgement)

State of Virginia

City of Richmond

I, John W. Smith, a Notary Public, for the city in the state aforesaid do certify that John W. Smith whose name as president of John W. Smith is signed to the foregoing writing dated 10-10-17 personally appeared before me in my said city and acknowledged the same as the act of said corporation, made oath that he is president of said corporation and that the seal affixed thereto is its true corporate seal and has been affixed and attested by due authority.

Given under my hand this 10 day of April 1917

John W. Smith
Notary Public

My commission expires the 10-10-18 day of April 1917

1098

GRW 252-OVHD-AP (8-86) — CORPORATIONS

The Lester Group Inc. Eas No. 26 R/W Map No. 3780-928B
W.O. No. 750-0011 Job No. 93-193 Prop No. 3
Line MARTINSVILLE - MORRIS NOVELTY

THIS AGREEMENT, made this 21ST day of APRIL, 19 93,
by and between The LESTER GROUP, INC.
a corporation organized and existing under the laws of the State of VIRGINIA

, herein called "Grantor", and APPALACHIAN POWER COMPANY, a
Virginia corporation, herein called "Appalachian",

WITNESSETH:

That for and in consideration of the sum of One Dollar (\$1.00), cash in hand paid to Grantors by
Appalachian, the receipt whereof is hereby acknowledged, Grantor hereby grants, conveys, and warrants
to Appalachian, its successors, assigns, lessees and tenants, a right of way and easement for an electric
power line or lines, and communication lines, in, on, along, through, over, and across the following
described lands of the Grantor situated in CITY OF MARTINSVILLE
District, County of _____, State of _____ Virginia, and bounded:

On the North by the lands of BEING A RIGHT OF WAY ALONG WATT
On the East by the lands of ST., FAIRY ST., AND COMMONWEALTH
On the South by the lands of BLVD. FROM MORRIS NOVELTY STATION
On the West by the lands of TO AND ALONG COMMONWEALTH BLVD.

This easement extends in a NORTH - WEST direction from
Appalachian's existing POLE numbered 928-462 to
and including new POLE numbered 928-722 AND
STUB 928-735

STUB 928-720

STUB 928-721

STUB 928-728

STUB 928-710

TOGETHER with the right, privilege and authority to Appalachian, its successors, assigns, lessees and
tenants, to construct, erect, install, place, operate, maintain, inspect, repair, renew, remove, add to the
number of, and relocate at will, poles, with wires, cables, crossarms, guys, anchors, grounding systems and
all other appurtenant equipment and fixtures, (hereinafter called "Appalachian's Facilities"), and string wires
and cables, adding thereto from time to time, across, through, or over the above referred to premises; the
right to cut down, trim, and/or otherwise control, and at Appalachian's option, remove from said premises,
any trees, overhanging branches, buildings or other obstructions which may endanger the safety of, or
interfere with the use of, Appalachian's Facilities; and the right of ingress and egress to and over said above
referred to premises, and any of the adjoining lands of the Grantor at any and all times, for the purpose of
exercising and enjoying the rights herein granted, and for doing anything necessary or useful or convenient
in connection therewith.

It is understood and agreed between the parties hereto, that the Grantor reserves the right to use said
lands in any way not inconsistent with the rights herein granted.

TO HAVE AND TO HOLD the same unto Appalachian Power Company, its successors, assigns, lessees
and tenants.

BOOK

216 PAGE 213

It is agreed that the foregoing is the entire contract between the parties hereto, and that this written agreement is complete in all its terms and provisions.

IN WITNESS WHEREOF, Grantor has caused its corporate name and seal to be hereto affixed the day and year first above written.

The LESTER GROUP, INC.

By

George W. Lester, II President

ATTEST:

Timothy Joyce Asst. Secretary

STATE OF VIRGINIA)
CITY)
COUNTY OF Martinsville)

To-wit:

The foregoing instrument was acknowledged before me this 27th day of

April 19 93, by George W. Lester, II & Timothy

Joyce, President & Asst. Secretary of The Lester Group, Inc.

a Virginia

Corporation, on behalf of the Corporation.

My Commission expires:

3/31/96

James M. Coker
Notary Public/Commissioner

(For W. Va. Only)

DECLARATION OF CONSIDERATION OF VALUE

Under the penalties of fine and imprisonment as provided by law the undersigned (grantee) hereby declares the total consideration for the property transferred by this document is (\$_____).

Given under my hand this _____ day of _____, 19____.

APPALACHIAN POWER COMPANY

By _____

(For W. Va. Only)

THIS INSTRUMENT PREPARED

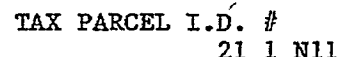
By _____

GRW 252-OVHD-AP (Page 2)

In the Clerk's Office of the Circuit Court for the City of Martinsville, Virginia, this instrument is admitted to record at 4:34 o'clock P on July 9 19 93 and with the certificate of acknowledgment therein annexed.

Cheryl R. Brant Clerk

200V 218 DEC 214



RIGHT OF WAY AGREEMENT

Grantee further agrees to pay for any reasonable damages that may arise from

the construction, maintenance, operation and removal of said lines.

It is understood that the entire agreement with respect to the subject matter hereof is herein contained, and nothing in parol will be allowed to vary or supplement this agreement.

WITNESS the following signatures and seals, this the 22nd day of April, 2004.

WITNESS:

J. Brian Burton _____ (SEAL)

_____ (SEAL)

_____ (SEAL)

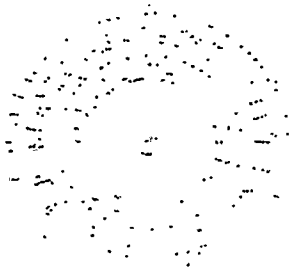
_____ (SEAL)

State of Virginia

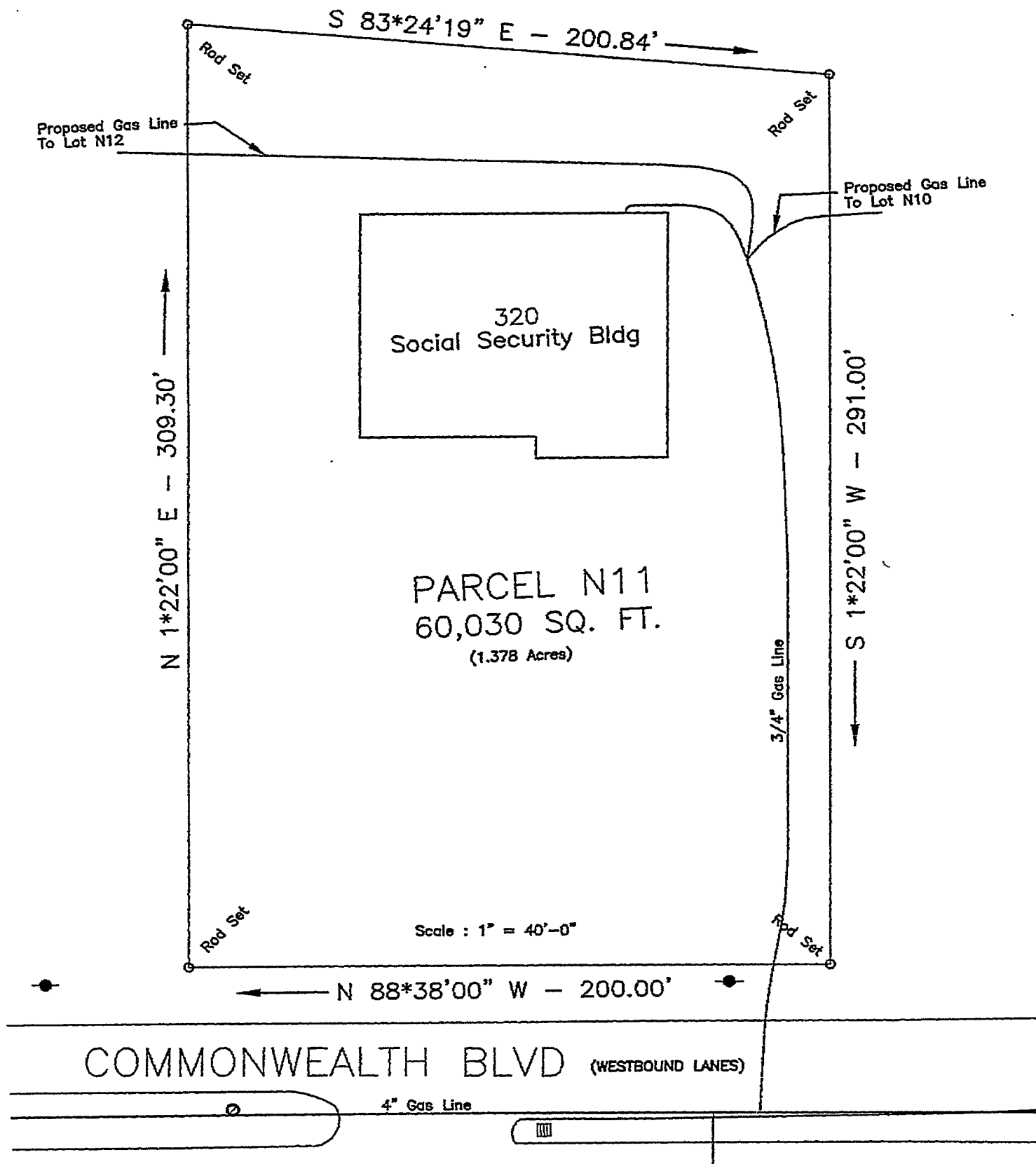
County of Halifax

The foregoing instrument was acknowledged before me this 22nd day of April, 2004, by J. Brian Burton.

My Commission Expires: September 30, 2007.



Douglas P. Slayton-Sargent
Notary Public



INSTRUMENT #0400797
RECORDED IN THE CLERK'S OFFICE OF
MARTINSVILLE ON
APRIL 29, 2004 AT 09:23AM
ASHELY R. PRITCHETT, CLERK

BY: Betty E. Wiggins (DC)



L R 0 3 0 1 5 3 0

TAX MAP OR PARCEL NUMBER:

Portion of 21 (01) 00/01RA

This Information is not a part of the legal description.

21-01-00N11

THIS DEED, made and entered into on August 1, 2003, by and between THE LESTER GROUP, INC., a Virginia corporation, formerly known as THE LESTER LUMBER COMPANY, INC., Grantor, party of the first part, and JOHN EDWARD BURTON, JR. and JOSEPH BRIAN BURTON, t/a BURTON & BURTON, a General Partnership, whose address is Post Office Box 564, South Boston, Virginia 24592, Grantee, party of the second part,

WITNESSETH: That for TEN (\$10.00) DOLLARS and other consideration, the party of the first part does hereby grant, bargain, sell and convey unto the said JOHN EDWARD BURTON, JR. and JOSEPH BRIAN BURTON t/a BURTON & BURTON, a General Partnership, with Special Warranty, the following property:

All that certain tract of land lying on the north side of Commonwealth Boulevard in the City of Martinsville, Virginia, known as Parcel N11, containing 1.378 acres, shown on a plat of survey dated March 24, 2003, said plat being recorded in the Clerk's Office of the City of Martinsville, Virginia, in Cabinet B, Slide 83, page 5; SUBJECT TO a non-exclusive, perpetual, right of way, 44 feet in width for ingress, egress and drainage purposes as shown on the aforesaid plat; TOGETHER WITH a 20 foot drainage easement which runs along the side lot lines, 10 foot on either side of the west and east boundary lines of Parcel N11, extending back 309.30 feet on the west side of Parcel N11 and 291.00 feet on the east side of Parcel N11, said easement is for drainage and grading purposes; and

BEING a portion of the land which was conveyed to The Lester Lumber Company, Inc., by Special Commissioner's Deed dated February 23, 1944, and recorded in the Clerk's Office of the Circuit Court of Henry County, Virginia, in Deed Book 74, Page 155. The Lester Lumber Company, Inc. changed their corporate name from The Lester Lumber Company, Inc. to The Lester Group, Inc. effective March 2, 1974. See Charter Book 6, Page 425 in the Clerk's Office of the City of Martinsville, Virginia.

This conveyance is made subject to all easements and restrictions of record in the chain of title.

The party of the second part joins in this deed for the purpose of agreeing to share the costs of the maintenance and repairs of the drainage area of the easement.

In Witness Whereof, The Lester Group, Inc. has caused this deed to be executed by its President George W. Lester, II, and the corporate seal affixed hereto, duly attested by its Secretary, all pursuant to a duly adopted resolution of the Board of Directors of The Lester Group, Inc., a certified copy of which resolution is attached hereto and made a part of this deed.

THE LESTER GROUP, INC.

By George W. Lester II (SEAL)
George W. Lester, II, President

Affix Corporate Seal

Attest:

Janice L. Brown
Secretary

STATE OF VIRGINIA

CITY/COUNTY OF Martinsville, to-wit:

I, Janice L. Brown, a Notary Public of and for the aforesaid City/County in Virginia, do hereby certify that George W. Lester, II, President of The Lester Group, Inc., a Virginia Corporation, whose name is signed to the foregoing deed, dated August 1, 2003, has acknowledged the same before me in the City/County and State aforesaid.

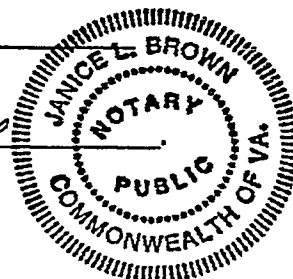
Given under my hand this 1st day of August, 2003.

AFFIX NOTARIAL

SEAL

Janice L. Brown
Notary Public

My commission expires: 9-30-06



BURTON & BURTON

By Joseph Brian Burton (SEAL)
Joseph Brian Burton, Partner

STATE OF VIRGINIA

COUNTY OF HALIFAX, to-wit:

I, Tracey Ann Charey, a Notary Public of and for the aforesaid County in Virginia, do hereby certify that Joseph Brian Burton, Partner of Burton & Burton, a General Partnership, whose name is signed to the foregoing deed, dated July 31, 2003, has acknowledged the same before me in the County and State aforesaid.

Given under my hand this 1 day of August, 2003.

AFFIX NOTARIAL

SEAL

Tracey Ann Charey
Notary Public

My commission expires: July 31, 2006.

SPECIAL MEETING OF DIRECTORS

A special meeting of the Board of Directors of The Lester Group, Inc., was held at the time, date and place as set forth below.

All the directors being present, they hereby waive notice of the meeting in consent to the actions specified below, to-wit:

It has been brought to the attention of the Board of Directors that The Lester Group, Inc., plans to sell certain property it owns in the City of Martinsville, Henry County, Virginia, to Burton & Burton, a General Partnership, for the sum of \$336,168.00. The property being sold in this transaction is described as follows:

All that certain tract of land lying on the north side of Commonwealth Boulevard in the City of Martinsville, Virginia, known as Parcel N11, containing 1.378 acres, shown on a plat of survey dated March 24, 2003, said plat being recorded in the Clerk's Office of the City of Martinsville, Virginia, in Cabinet B, Slide 83, page 5; and

BEING a portion of the land which was conveyed to The Lester Lumber Company, Inc., by Special Commissioner's Deed dated February 23, 1944, and recorded in the Clerk's Office of the Circuit Court of Henry County, Virginia, in Deed Book 74, Page 155. The Lester Lumber Company, Inc. changed their corporate name from The Lester Lumber Company, Inc. to The Lester Group, Inc. effective March 2, 1974. See Charter Book 6, Page 425 in the Clerk's Office of the City of Martinsville, Virginia.

The board of directors, after due consideration upon motion duly made, seconded and passed, agreed to the aforementioned sale of said property. The board further authorized the President and Secretary to execute all documents necessary in the completion of the transaction.

There being no further business to come before the meeting, upon motion duly made, seconded and unanimously carried, the meeting was adjourned.

Date of meeting: March 28, 2003

Time of meeting: 1:00 p.m.

Place of meeting: Martinsville, VA

THE LESTER GROUP, INC.

By

George W. Lester, II
George W. Lester, II, President

Attest:

James M. Laker
Secretary

AFFIX CORPORATE
SEAL

INSTRUMENT #0301530
RECORDED IN THE CLERK'S OFFICE OF
MARTINSVILLE ON
AUGUST 4, 2003 AT 10:39AM
\$336.50 GRANTOR TAX WAS PAID AS
REQUIRED BY SEC 58.1-802 OF THE VA. CODE
STATE: \$168.25 LOCAL: \$168.25
ASHBY R. PRITCHETT, CLERK

BY: Betty E. Wagon (DC)

CHAINLINK #

City/County of Martinsville Virginia.

John Edward Burton, Sr.
Joseph Brian Burton, t/a
Burton & Burton,
a General Partnership
Grantors

TR Properties, Inc.
a VA Corp.

T in C J/T TbyE w/ROS FS HS ~~Corp~~ LLC LP
Grantees

JD
Name

Reference #: 0900338
Type of Instrument: Deed
Dated: 4-2-09
Consideration: \$10.00 et al Other: _____

Estate Conveyed: Fee Other: _____
Whole or Undivided Interest: _____
Warranties: None Special General w/Eng. Cov. _____
Adequate Granting Clause: Yes No
Signed a sealed by all Grantors? Yes No
Acknowledged properly by all grantors: Yes No
Date of Acknowledgment: 4/2/09, 4/3/09
Before whom? JP Other: _____
Did certifying official affix a seal? Yes No
Was Notary's Commission in effect? Yes No

Recorded: 4-3-09
Restrictions and other matters:

- Subject to a non-exclusive perpetual
right-of-way 44' width for fire and
drainage purposes

Description
N /s of SR Commonwealth Blvd.
Ft RW for ingress and egress to SR _____

Lot: Parcel N11 cont. 1.3789cs.
Section: together w/a 20' drainage
Block: easement plat dtd 3/6/89
Subdivision: _____
District: _____
Map: Cabinet B/Slide 83 pg. 5

Adversing Period from 4-2-09 to current
DB/PG
INST# Type Description

Source: 0301530

See attached adversing

FS 0700010 Type: ORIG 5/23/2007 Pages: 2Description: CENTRAL PLAZA MALL

File: 1 Change: 0

Name Type: Debtor

Reverse Party: CARTER BANK & TRUST

Book: Page:

Pin or Map: 30 11 60B 60E 60F 60

LR 0700838 Type: DTCL 5/23/2007 Pages: 9

Description: 5 TRACTS SMITH ROAD, RUCKER STREET & BEAVER S

File: 1 Change: 0

Name Type: Grantor

Reverse Party: CARTER BANK & TRUST

Book: Page:

Pin or Map: 30 11 60B 60E 60F 60

Sat 8/8/14@
1400679**LR 0700847** Type: ASGMTLR 5/24/2007 Pages: 7

Description: 5 TRACTS SMITH ROAD, RUCKER STREET & BEAVER S

File: 1 Change: 0

Name Type: Grantor

Reverse Party: CARTER BANK & TRUST

Book: Page:

Pin or Map: 30 11 60B 60E 60F 60

LR 0701031 Type: DTF 6/22/2007 Pages: 5

Description: 828 LIBERTY STREET LR0500681

File: 1 Change: 0

Name Type: Grantee

Reverse Party: GLASSER AND GLASSER PLC

Book: Page:

Pin or Map: 5 6 10

LR 0701421 Type: DBS 9/6/2007 Pages: 2Description: LOT BROAD ST

File: 1 Change: 0

Name Type: Grantee

Reverse Party: HUBBARD, MARY P

Book: Page:

Pin or Map: 32 1 L 8

LR 0701527 Type: CS 9/27/2007 Pages: 2Description: LR0201048

File: 1 Change: 0

Name Type: Grantor

Reverse Party: TR PROPERTIES INC

Book: Page:

Pin or Map: 30 11 60B 60E 60F

LR 0701527 Type: CS 9/27/2007 Pages: 2

Description: LR0201048

File: 1

Name Type: Grantee

Reverse Party: BRANCH BANKING AND TRUST
COMPANY OF VIRGINIA

Book: Page:

Pin or Map: 30 11 60B 60E 60F

JD 0802423 Type: JD 9/30/2008 Pages: 1

Description:

File: 1 Change: 0

Name Type: Plaintiff

Reverse Party: SPENCE, JAMES

Book: Page:

Pin or Map:

Prior

LR 0900338 Type: DBS 4/3/2009 Pages: 3Description: N/S COMMONWEALTH BOULEVARD PARCEL N11

File: 1 Change: 0

Name Type: Grantee

Reverse Party: BURTON & BURTON

Book: Page:

Pin or Map: 21 1 N11

Deed in

LR 0900339 Type: DTCL 4/3/2009 Pages: 10

Description: N/S COMMONWEALTH BOULEVARD PARCEL N11 & PP

File: 1 Change: 0

Name Type: Grantor

Reverse Party: BRANCH BANKING AND TRUST
COMPANY

Book: Page:

Pin or Map: 21 1 N11

Sat. 10/27/14@
1400919

LR 0900340 Type: ASGMTLR 4/3/2009 Pages: 7

Description: N/S COMMONWEALTH BOULEVARD PARCEL N11

File: 1 Change: 0

Name Type: Grantor

Reverse Party: BRANCH BANKING AND TRUST COMPANY

Book: Page:

Pin or Map: 21 1 N11

rw. 10/27/14 e

1400 920

LR 0900444 Type: DBS 4/30/2009 Pages: 2

Description: W/S MAPLE STREET LOT A

File: 1 Change: 0

Name Type: Grantee

Reverse Party: KEEN MUNCY, BETTY J

Book: Page:

Pin or Map: 33 3 9

LR 1000290 Type: DBS 3/30/2010 Pages: 3

Description: W/S LIBERTY STREET LOTS 9 & 10

File: 1 Change: 0

Name Type: Grantee

Reverse Party: USHER, DAHL

Book: Page:

Pin or Map: 5 4 9 10

LR 1000486 Type: DBS 5/24/2010 Pages: 3

Description: 1206 CHATHAM HGTS

File: 1 Change: 0

Name Type: Grantee

Reverse Party: SECRETARY OF HOUSING AND URBAN DEVELOPMENT

Book: Page:

Pin or Map: 16 7 1B 1A

LR 1000785 Type: DBS 8/2/2010 Pages: 2

Description: 723 JEFFERSON STREET

File: 1 Change: 0

Name Type: Grantee

Reverse Party: MYERS, MARIAN J

Book: Page:

Pin or Map: 44 8 34A 33A 36A

LR 1001246 Type: DBS 12/15/2010 Pages: 2

Description: HIGHWAY PROJECT 0174-120-279 RW201 E/S ROUTE 174

File: 1 Change: 0

Name Type: Grantor

Reverse Party: COMMONWEALTH OF VIRGINIA

Book: Page:

Pin or Map: 5 6 8

LR 1001247 Type: DBS 12/15/2010 Pages: 2

Description: HIGHWAY PROJECT 0174-120-279 RW 201 E/S ROUTE 174

File: 1 Change: 0

Name Type: Grantor

Reverse Party: COMMONWEALTH OF VIRGINIA

Book: Page:

Pin or Map: 5 6 9

LR 1001248 Type: DBS 12/15/2010 Pages: 2

Description: HIGHWAY PROJECT 0174-120-0279 RW201 E/S ROUTE 174

File: 1 Change: 0

Name Type: Grantor

Reverse Party: COMMONWEALTH OF VIRGINIA

Book: Page:

Pin or Map: 5 6 10

LR 1100063 Type: DE 1/20/2011 Pages: 2

Description: PLAN SHEET 4 PARCEL 3 FOR VDOT PLANS 0174-120-279 RW201

File: 1 Change: 0

Name Type: Grantor

Reverse Party: MARTINSVILLE CITY OF

Book: Page:

Pin or Map:

LR 1100064 Type: DE 1/20/2011 Pages: 2

Description: PLAN SHEET 4 PARCEL 2 VDOT PROJECT 174-120-279 RW201

File: 1 Change: 0

Name Type: Grantor

Reverse Party: MARTINSVILLE CITY OF

Book: Page:

Pin or Map:

LR 1100065 Type: DE 1/20/2011 Pages: 2

Description: PLAN SHT 4 PARCEL 4 VDOT PROJECT PLAN 0174-120-279 RW201

File: 1 Change: 0

Book: Page:

Name Type: Grantor

Pin or Map:

Reverse Party: MARTINSVILLE CITY OF

LR 1100201 Type: AG 2/24/2011 Pages: 2

Description: STATE HIGHWAY ROUTE 174 PROJECT 0174-120-279

File: 1 Change: 0

Book: Page:

Name Type: Grantor

Pin or Map: 5 3 5

Reverse Party: COMMONWEALTH OF VIRGINIA

LR 1100396 Type: DE 4/25/2011 Pages: 5

Description: 824 LIBERTY STREET

File: 1 Change: 0

Book: Page:

Name Type: Grantor

Pin or Map: 5 6 8

Reverse Party: CENTRAL TELEPHONE COMPANY OF VIRGINIA

LR 1100399 Type: DE 4/25/2011 Pages: 5

Description: 828 LIBERTY STREET

File: 1 Change: 0

Book: Page:

Name Type: Grantor

Pin or Map: 5 6 10

Reverse Party: CENTRAL TELEPHONE COMPANY OF VIRGINIA

LR 1100400 Type: DE 4/25/2011 Pages: 5

Description: 826 LIBERTY STREET

File: 1 Change: 0

Book: Page:

Name Type: Grantor

Pin or Map: 5 6 9

Reverse Party: CENTRAL TELEPHONE COMPANY OF VIRGINIA

LR 1100422 Type: DOT 4/29/2011 Pages: 8

Description: 1515 CHURCH ST EXT & PP

File: 1 Change: 0

Book: Page:

Name Type: Grantor

Pin or Map: 34 3 H 15

Reverse Party: AMERICAN NATIONAL BANK AND TRUST COMPANY

Sat. 5/12/20

@ 202000416

LR 1100423 Type: ASGMTLR 4/29/2011 Pages: 7

Description: 1515 CHURCH ST EXT

File: 1 Change: 0

Book: Page:

Name Type: Grantor

Pin or Map: 34 3 H 15

Reverse Party: AMERICAN NATIONAL BANK AND TRUST COMPANY

Sat. 5/12/20

@ 202000415

LR 1100923 Type: DBS 9/30/2011 Pages: 4

Description: GRAVELY STREET LOT 20R

File: 1 Change: 0

Book: Page:

Name Type: Grantee

Pin or Map: 32 1 Q 20R

Reverse Party: GUILLIAMS, FLORA S

LR 1100924 Type: DTCL 9/30/2011 Pages: 10

Description: GRAVELY STREET LOT 20R

File: 1 Change: 0

Book: Page:

Name Type: Grantor

Pin or Map: 32 1 Q 20R

Reverse Party: BRANCH BANKING AND TRUST COMPANY

Sat. 1/16/20 @

202000055

LR 1100925 Type: DOT 9/30/2011 Pages: 7

Description: GRAVELY STREET LOT 20R

File: 1 Change: 0

Name Type: Grantor

Reverse Party: GUILLIAMS, FLORA S

Book: Page:

Pin or Map: 32 1 Q 20R

Sat 1/6/20 @
200000010

LR 1101134 Type: DBS 11/30/2011 Pages: 4

Description: W/S FIGSBORO ROAD LOT 1

File: 1 Change: 0

Name Type: Grantee

Reverse Party: HANCE, JOHN P

Book: Page:

Pin or Map: 5 3 1

LR 1200332 Type: DBS 3/28/2012 Pages: 4

Description: E/S PINE STREET LOT 6 AND LOT 15 BLOCK 7 E/S

File: 1 Change: 0

Name Type: Grantee

Reverse Party: HANCE, JOHN P

Book: Page:

Pin or Map: 34 3 B 23

LR 1200509 Type: DBS 5/10/2012 Pages: 3

Description: W/S ELLSWORTH STREET PARCEL TWO

File: 1 Change: 0

Name Type: Grantee

Reverse Party: SHEVOS, ERIC RYAN

Book: Page:

Pin or Map: 33 3 P 19

LR 1200510 Type: DOT 5/10/2012 Pages: 10

Description: W/S ELLSWORTH STREET PARCEL TWO

File: 1 Change: 0

Name Type: Grantor

Reverse Party: BRANCH BANKING AND TRUST
COMPANY

Book: Page:

Pin or Map: 33 3 P 19

Sat. 3/8/17 @
170000206

LR 1200511 Type: ASGMTLR 5/10/2012 Pages: 7

Description: W/S ELLSWORTH STREET

File: 1 Change: 0

Name Type: Grantor

Reverse Party: BRANCH BANKING AND TRUST
COMPANY

Book: Page:

Pin or Map: 33 3 P 19

Rd 3/8/17 @
170000205

LR 1201161 Type: DBS 11/20/2012 Pages: 3

Description: W/S FAYETTE STREET LOTS 38 & 39

File: 1 Change: 0

Name Type: Grantee

Reverse Party: KELLAM, KATIE S

Book: Page:

Pin or Map: 30 11 38 39

LR 1201289 Type: DBS 12/27/2012 Pages: 3

Description: BROAD STREET

File: 1 Change: 0

Name Type: Grantee

Reverse Party: MARTIN, DEBORAH KAY MERRICKS

Book: Page:

Pin or Map: 32 1 L 3

LR 1201290 Type: DOT 12/27/2012 Pages: 6

Description: BROAD STREET

File: 1 Change: 0

Name Type: Grantor

Reverse Party: MERRICKS, OBADIAH R; JR

Book: Page:

Pin or Map: 32 1 L 3

Sat. 2/5/13 @
1300122

LR 1300098 Type: DTCL 1/31/2013 Pages: 16

Description:

File: 1 Change: 0

Name Type: Grantor

Reverse Party: FIRST CITIZENS BANK & TRUST
COMPANY

Book: Page:

Pin or Map: 33 3 4R

Sat. 4/18/16
@ 1600344

LR 1300099 Type: ASGMTLR 1/31/2013 Pages: 10

Description:

File: 1 Change: 0

Name Type: Grantor

Reverse Party: FIRST CITIZENS BANK & TRUST
COMPANY

Book: Page:

Pin or Map: 32 1 L 3

Rel. 4/18/16 @
1600345

LR 1300122 Type: CS 2/5/2013 Pages: 2

Description: LR1201290

File: 1 Change: 0

Name Type: Grantee

Reverse Party: MERRICKS, OBADIAH R; JR

Book: Page:

Pin or Map: 32 1 L 3

LR 1300122 Type: CS 2/5/2013 Pages: 2

Description: LR1201290

File: 1 Change: 0

Name Type: Grantor

Reverse Party: TR PROPERTIES INC

Book: Page:

Pin or Map: 32 1 L 3

LR 1400556 Type: RFD 6/26/2014 Pages: 19

Description: 706 MEMORIAL BLVD N & PP LR0700838

File: 1 Change: 0

Name Type: Grantor

Reverse Party: AMERICAN NATIONAL BANK AND TRUST
COMPANY

Book: Page:

Pin or Map: 30 11 60 B 60E 60F

Sat. 5/12/20
@ 2020 0047

LR 1400557 Type: ASGMTLR 6/26/2014 Pages: 13

Description: 706 MEMORIAL BLVD N

File: 1 Change: 0

Name Type: Grantor

Reverse Party: AMERICAN NATIONAL BANK AND TRUST
COMPANY

Book: Page:

Pin or Map: 30 11 60B 60E 60F

LR 1400679 Type: CS 8/8/2014 Pages: 1

Description: LR0700838

File: 1 Change: 0

Name Type: Grantee

Reverse Party: CARTER BANK AND TRUST

Book: Page:

Pin or Map: 30 11 60B 60E 60F 60

LR 1400679 Type: CS 8/8/2014 Pages: 1

Description: LR0700838

File: 1 Change: 0

Name Type: Grantor

Reverse Party: TR PROPERTIES INC

Book: Page:

Pin or Map: 30 11 60B 60E 60F 60

LR 1400804 Type: RFD 9/17/2014 Pages: 13

Description: 320 WEST COMMONWEALTH BLVD & PP LR0900339

File: 1 Change: 0

Name Type: Grantor

Reverse Party: RIVER COMMUNITY BANK NA

Book: Page:

Pin or Map: 21 1 N11

Sat. 3/2/20 @
202000210

LR 1400856 Type: ASGMTLR 10/7/2014 Pages: 9

Description: 320 WEST COMMONWEALTH BLVD

File: 1 Change: 0

Name Type: Grantor

Reverse Party: RIVER COMMUNITY BANK NA

Book: Page:

Pin or Map: 21 1 N11

LR 1400919 Type: CS 10/27/2014 Pages: 1

Description: LR0900339

File: 1 Change: 0

Name Type: Grantor

Reverse Party: TR PROPERTIES INC

Book: Page:

Pin or Map: 21 1 N 11

LR 1400919 Type: CS 10/27/2014 Pages: 1
Description: LR0900339
File: 1 Change:
Name Type: Grantee
Reverse Party: BB&T

Book: Page:
Pin or Map: 21 1 N 11

LR 1400920 Type: CR 10/27/2014 Pages: 1
Description: LR0900340
File: 1 Change: 0
Name Type: Grantee
Reverse Party: BRANCH BANKING AND TRUST
COMPANY

Book: Page:
Pin or Map: 21 1 N 11

LR 1400920 Type: CR 10/27/2014 Pages: 1
Description: LR0900340
File: 1 Change: 0
Name Type: Grantor
Reverse Party: TR PROPERTIES INC

Book: Page:
Pin or Map: 21 1 N 11

LR 1500681 Type: DOT 8/3/2015 Pages: 18
Description: 723 JEFFERSON STREET & PP
File: 1 Change: 0
Name Type: Grantor
Reverse Party: VALLEystar CREDIT UNION

Book: Page:
Pin or Map: 44 8 34A

Sat: 1/13/20 @
202000036

LR 1500682 Type: ASGMTLR 8/3/2015 Pages: 11
Description: 723 JEFFERSON STREET
File: 1 Change: 0
Name Type: Grantor
Reverse Party: VALLEystar CREDIT UNION

Book: Page:
Pin or Map: 44 8 34A

Rel 1/13/20 @
202000037

LR 1500843 Type: DTCL 9/14/2015 Pages: 17
Description: 911 LIBERTY STREET & PP
File: 1 Change: 0
Name Type: Grantor
Reverse Party: VALLEystar CREDIT UNION

Book: Page:
Pin or Map: 5 3 3

Lot 3, S1/4108
acq 230/644

LR 1600344 Type: CS 4/18/2016 Pages: 1
Description:
File: 1 Change: 0
Name Type: Grantor
Reverse Party: BALABANIS, THEOFILOS G

Book: Page:
Pin or Map: 33 3 4R

LR 1600344 Type: CS 4/18/2016 Pages: 1
Description:
File: 1 Change: 0
Name Type: Grantee
Reverse Party: BALABANIS, THEOFILOS G

Book: Page:
Pin or Map: 33 3 4R

for 1300098

LR 1600345 Type: OTHER 4/18/2016 Pages: 1
Description:
File: 1 Change: 0
Name Type: Grantee
Reverse Party: BALABANIS, THEOFILOS G

Book: Page:
Pin or Map: 32 1 L 3

for 1300099

LR 1600345 Type: OTHER 4/18/2016 Pages: 1
Description:
File: 1 Change: 0
Name Type: Grantor
Reverse Party: BALABANIS, THEOFILOS G

Book: Page:
Pin or Map: 32 1 L 3

LR 1600493 Type: DBS 6/6/2016 Pages: 3

Description: 111 MAPLE STREET

File: 1 Change: 0

Name Type: Grantor

Reverse Party: HUNT, DEXTER LEWIS; SR

Book: Page:

Pin or Map: 33 3 P 6

LR 1600494 Type: DOT 6/6/2016 Pages: 6

Description: 111 MAPLE STREET

File: 1 Change: 0

Name Type: Grantee

Reverse Party: HUNT, DEXTER LEWIS; SR

Book: Page:

Pin or Map: 33 3 P 6

*Foreclosure
occurred*

LR 1600964 Type: DBS 10/13/2016 Pages: 3

Description: E/S PRINCETON STREET LOT 15 BLOCK 7

File: 1 Change: 0

Name Type: Grantor

Reverse Party: WOODSON, YEWBEE

Book: Page:

Pin or Map: 43 7 15

LR 160001153 Type: DBS 12/15/2016 Pages: 3

Description: W/S BANKS ROAD NORTH 1/2 LOT 16A AND 17A

File: 1 Change: 0

Name Type: Grantee

Reverse Party: CARTER, CATHY PEGRAM

Book: Page:

Pin or Map: 16 7 16A 17A

LR 160001154 Type: DBS 12/15/2016 Pages: 3

Description: W/S BANKS ROAD SOUTHERN 1/2 LOT 16A & 17A

File: 1 Change: 0

Name Type: Grantee

Reverse Party: CARTER, CATHY PEGRAM

Book: Page:

Pin or Map: 16 7 16B 17B

LR 170000205 Type: OTHER 3/8/2017 Pages: 1

Description: TERMINATION OF SECURITY INSTRUMENT

File: 1 Change: 0

Name Type: Grantee

Reverse Party: BRANCH BANKING AND TRUST
COMPANY

Book: Page:

Pin or Map: 33 3 P 19

LR 170000205 Type: OTHER 3/8/2017 Pages: 1

Description: TERMINATION OF SECURITY INSTRUMENT

File: 1 Change: 0

Name Type: Grantor

Reverse Party: T R PROPERTIES INC

Book: Page:

Pin or Map: 33 3 P 19

for 1200511

LR 170000206 Type: CS 3/8/2017 Pages: 1

Description: LR1200510

File: 1 Change: 0

Name Type: Grantor

Reverse Party: TR PROPERTIES INC

Book: Page:

Pin or Map: 33 3 P 19

LR 170000206 Type: CS 3/8/2017 Pages: 1

Description: LR1200510

File: 1 Change: 0

Name Type: Grantee

Reverse Party: BB&I

Book: Page:

Pin or Map: 33 3 P 19

JD 170000202 Type: JD 3/14/2017 Pages: 1

Description:

File: 1 Change: 0

Name Type: Plaintiff

Reverse Party: LEDEZMA, ROSA

Book: Page:

Pin or Map:

JD 170000203 Type: JD 3/14/2017 Pages: 1

Description:

File: 1 Change: 0

Name Type: Plaintiff

Reverse Party: LEDEZMA, ROSE

Book: Page:

Pin or Map:

LR 170001091 Type: ST 12/5/2017 Pages: 3

Description: LR1600494

File: 1 Change: 0

Name Type: Grantor

Reverse Party: JACOB, JANINE M; TRUSTEE

Book: Page:

Pin or Map: 33 3 P 6

JD 170000874 Type: JD 12/6/2017 Pages: 1

Description:

File: 1 Change: 0

Name Type: Plaintiff

Reverse Party: MUNCHEEZE GRILL

Book: Page:

Pin or Map:

JD 170000875 Type: JD 12/6/2017 Pages: 1

Description:

File: 1 Change: 0

Name Type: Plaintiff

Reverse Party: MUNCHEEZE GRILL

Book: Page:

Pin or Map:

LR 180000352 Type: DTF 4/19/2018 Pages: 4

Description: 111 MAPLE STREET LR1600494

File: 1 Change: 0

Name Type: Grantee

Reverse Party: HUNT, DEXTER LEWIS; SR BY TRUSTEE

Book: Page:

Pin or Map: 33 3 P 6

LR 190001214 Type: RFDT 12/30/2019 Pages: 19

Description: 32 BRIDGE ST-LR1100924 & LR1100925 1515 E

File: 1 Change: 0

Name Type: Grantor

Reverse Party: AMERICAN NATIONAL BANK AND TRUST COMPANY

- ① 1515 E. Church St - Lot 2 272/325
- ② 32 Bridge St. - Lot 20R 1100923
- ③ 320 Commonwealth Blvd - Parcel N11 0900338
- ④ 25 Ridgeway Terrace Dr - Lot 3 100002773
- ⑤ 50 Fox Tree Dr. - Tract A 752/396
- ⑥ 3295 U.S. Hwy 29 - 0.714 ac 110002260

LR 190001215 Type: ASGMTLR 12/30/2019 Pages: 13

Description: 32 BRIDGE STREET, 320 COMMONWEALTH BLVD

File: 1 Change: 0

Name Type: Grantor

Reverse Party: AMERICAN NATIONAL BANK AND TRUST COMPANY

Book: Page:

Pin or Map: 000468200

LR 200000010 Type: CS 1/6/2020 Pages: 1

Description: LR1100925

File: 1 Change: 0

Name Type: Grantee

Reverse Party: GUILLIAMS, JOHNNY L

Book: Page:

Pin or Map: 000210200

LR 200000010 Type: CS 1/6/2020 Pages: 1

Description: LR1100925

File: 1 Change: 0

Name Type: Grantor

Reverse Party: TR PROPERTIES INC

Book: Page:

Pin or Map: 000210200

LR 202000036 Type: CS 1/13/2020 Pages: 1

Description: LR1500681

File: 1 Change: 0

Name Type: Grantee

Reverse Party: MARTINSVILLE DUPONT CREDIT UNION

Book: Page:

Pin or Map: 000498400

LR 202000036 Type: CS 1/13/2020 Pages: 1

Description: LR1500681

File: 1 Change: 0

Name Type: Grantor

Reverse Party: TR PROPERTIES INC

Book: Page:

Pin or Map: 000498400

LR 202000037 Type: CS 1/13/2020 Pages: 1

Description: LR1500682

File: 1 Change: 0

Name Type: Grantee

Reverse Party: MARTINSVILLE DUPONT CREDIT UNION

Book: Page:

Pin or Map: 000498400

LR 202000037 Type: CS 1/13/2020 Pages: 1

Description: LR1500682

File: 1 Change: 0

Name Type: Grantor

Reverse Party: TR PROPERTIES INC

Book: Page:

Pin or Map: 000498400

LR 202000055 Type: CS 1/16/2020 Pages: 1

Description: LR1100924

File: 1 Change: 0

Name Type: Grantee

Reverse Party: ~~BRANCH~~ BANKING AND TRUST
COMPANY

Book: Page:

Pin or Map: 000204800

LR 202000055 Type: CS 1/16/2020 Pages: 1

Description: LR1100924

File: 1 Change: 0

Name Type: Grantor

Reverse Party: TR PROPERTIES INC

Book: Page:

Pin or Map: 000204800

LR 202000210 Type: CS 3/2/2020 Pages: 1

Description: LR1400804

File: 1 Change: 0

Name Type: Grantor

Reverse Party: TR PROPERTIES INC

Book: Page:

Pin or Map: 000990306

LR 202000210 Type: CS 3/2/2020 Pages: 1

Description: LR1400804

File: 1 Change: 0

Name Type: Grantee

Reverse Party: ~~BLUE RIDGE~~ BANK NA

Book: Page:

Pin or Map: 000990306

LR 202000415 Type: CS 5/12/2020 Pages: 1

Description: LR1100423

File: 1 Change: 0

Name Type: Grantee

Reverse Party: ~~AMERICAN~~ NATIONAL BANK & TRUST

Book: Page:

Pin or Map: 000468200

LR 202000415 Type: CS 5/12/2020 Pages: 1

Description: LR1100423

File: 1 Change: 0

Name Type: Grantor

Reverse Party: T R PROPERTIES INC

Book: Page:

Pin or Map: 000468200

LR 202000416 Type: CS 5/12/2020 Pages: 1

Description: LR1100422

File: 1 Change: 0

Name Type: Grantor

Reverse Party: T R PROPERTIES INC

Book: Page:

Pin or Map: 000468200

LR 202000416 Type: CS 5/12/2020 Pages: 1

Description: LR1100422

File: 1 Change: 0

Name Type: Grantee

Reverse Party: AMERICAN NATIONAL BANK & TRUST

Book: Page:

Pin or Map: 000468200

LR 202000417 Type: CS 5/12/2020 Pages: 1

Description: LR1400556

File: 1 Change: 0

Name Type: Grantee

Reverse Party: AMERICAN NATIONAL BANK & TRUST

Book: Page:

Pin or Map: 000584200

LR 202000417 Type: CS 5/12/2020 Pages: 1

Description: LR1400556

File: 1 Change: 0

Name Type: Grantor

Reverse Party: T R PROPERTIES INC

Book: Page:

Pin or Map: 000584200

LR 202000675 Type: DBS 8/4/2020 Pages: 5

Description: E/S MAPLE STREET LOT 40

File: 1 Change: 0

Name Type: Grantee

Reverse Party: FALLOON, LEROY DEAN

Book: Page:

Pin or Map: 000020900

LR 202100811 Type: DBS 7/7/2021 Pages: 3

Description: LOT 20R GRAVELY STREET

File: 1 Change: 0

Name Type: Grantor

Reverse Party: WISE DEVELOPMENTS LLC

Book: Page:

Pin or Map: 000210200

LR 202100812 Type: DPR 7/7/2021 Pages: 5

Description: LR190001214

File: 1 Change: 0

Name Type: Grantor

Reverse Party: TR PROPERTIES INC

Book: Page:

Pin or Map: 000210200

LR 202100812 Type: DPR 7/7/2021 Pages: 5

Description: LR190001214

File: 1 Change: 0

Name Type: Grantee

Reverse Party: AMERICAN NATIONAL BANK & TRUST
COMPANY

Book: Page:

Pin or Map: 000210200

LR 202100813 Type: CPS 7/7/2021 Pages: 2

Description: 32 BRIDGE STREET LR190001215

File: 1 Change: 0

Name Type: Grantor

Reverse Party: TR PROPERTIES INC

Book: Page:

Pin or Map: 000210200

LR 202100813 Type: CPS 7/7/2021 Pages: 2

Description: 32 BRIDGE STREET LR190001215

File: 1 Change: 0

Name Type: Grantee

Reverse Party: AMERICAN NATIONAL BANK AND TRUST
COMPANY

Book: Page:

Pin or Map: 000210200

LAWYERS TITLE INSURANCE CORPORATION
PO Box 27567 Richmond, Virginia 23261-7567

**OWNER'S POLICY
SCHEDULE A**

FILE NUMBER	DATE OF POLICY	AMOUNT OF INSURANCE	POLICY NUMBER
① PH 20229	③ 04/03/2009 @ 2:11 P.M.	④ \$1,250,000.00	② C34-0083154
ADDRESS REFERENCE	320 Commonwealth Boulevard Martinsville, Virginia 24112		

1. Name of Insured:

T R Properties, Inc.

⑤ 3,874 53

2. The estate or interest in the land which is covered by this policy is:

Fee Simple

3. Title is vested in:

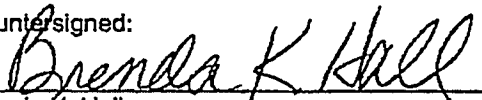
T R Properties, Inc.

4. The land referred to in this policy is described as follows:

See Schedule A attached hereto and made a part hereof.

IT BEING the property conveyed to T R Properties, Inc. by deed from John Edward Burton, Jr. and Joseph Brian Burton t/a Burton & Burton, a General Partnership, dated 04/02/2009, recorded 04/03/2009 at 2:11 P.M., as Instrument No. LR0900338, Clerk's Office, Circuit Court, City of Martinsville, Virginia.

Countersigned:


Brenda K. Hall
Lawyers Title/Patrick Henry Agency, Inc.

ALTA Owner's Policy
Schedule A (Rev 6/06)
Form 1190-134

This Policy is invalid unless the cover sheet and Schedule B are attached.



**LAWYERS TITLE INSURANCE CORPORATION
OWNER'S POLICY
SCHEDULE B**

FILE NUMBER
PH 20229

POLICY NUMBER
C34-0083154

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of the following:

1. Those taxes becoming due and payable subsequent to the date of the policy.
2. Restrictions, conditions, covenants and easements appearing of record in Deed Book 222, Page 296, and Deed Book 263, Page 806.

NOTE: This exception omits any covenant, condition or restriction based on race, color, religion, sex, handicap, familial status or national origin as provided in 42 U.S.C Section 3604, unless and only to the extent that the covenant (a) is not in violation of state or federal law, (b) is exempt under 42 U.S.C Section 3607, or (c) relates to a handicap, but does not discriminate against handicapped people.

3. Rights of others in and to the use and enjoyment of the appurtenant easement set out under Schedule A hereof.
4. Right of way easement granted by instrument dated September 19, 1963, recorded in Deed Book 185, Page 56. (Henry County)
5. Easement granted Lee Telephone Company by instrument dated August 23, 1963, recorded in Deed Book 199, Page 34. (Henry County)
6. Easement granted Appalachian Power Company by instrument dated May 19, 1978, recorded in Deed Book 286, Page 803. (Henry County)
7. Right of way conveyed to alley and service a 21' sanitary sewer line by instrument dated January 27, 1967, recorded in Deed Book 206, Page 286. (Henry County)
8. Right of way conveyed to lay and service a 24' sanitary sewer line by instrument dated March 3, 1970, recorded in Deed Book 222, Page 188. (Henry County)
9. Ten-foot drainage easement granted to improve road granted by instrument dated September 30, 1977, recorded in Deed Book 125, Page 345. (City of Martinsville)
10. Easement granted Lee Telephone Company by instrument dated October 2, 1952, recorded in Deed Book 32, Page 410. (City of Martinsville)
11. Easement granted Southwestern Virginia Gas Co. by instrument dated July 27, 1966, recorded in Deed Book 92, Page 251. (City of Martinsville)
12. Easement granted City of Martinsville by instrument dated February 10, 1964, recorded in Deed Book 75, Page 920. (City of Martinsville)

CONTINUED ON FOLLOWING PAGE

ALTA Owner's Policy
Schedule B

**LAWYERS TITLE INSURANCE CORPORATION
OWNER'S POLICY
SCHEDULE B – (continued)**

FILE NUMBER
PH 20229

POLICY NUMBER
C34-0083154

13. Easement granted Appalachian Power Company by instrument dated April 21, 1993, recorded in Deed Book 216, Page 213. (City of Martinsville)
14. Easement granted Lee Telephone Company by instrument recorded in Deed Book 32, Page 410.
15. Easement granted Appalachian Electric Power Company by instrument dated January 21, 1946, recorded in Deed Book 79, Page 563.
16. Easement granted Southwestern Virginia Gas Company by instrument dated April 22, 2004, and recorded as Instrument No. LR0400797 (City of Martinsville).
17. Reservation of easement for ingress, egress and drainage purposes contained in Deed from The Lester Group, Inc. to Burton & Burton dated August 1, 2003, recorded as instrument No. LR0301530.
18. Rights of tenants or parties in possession.
19. The following matters as shown on Plat of Survey prepared by Bryan E. Jones, dated March 6, 2009:
 - a) 20-foot drainage easements located across the westerly and easterly portions of insured premises.
 - b) 10-foot gas line easement located across the easterly portion of insured premises.
 - c) Light poles located on insured premises.
 - d) Manhole, water meter and valve located on the southwesterly portion of insured premises.
 - e) Ingress, egress and drainage easement located across the southerly portion of insured premises.
20. Deed of Trust from T R Properties, Inc. to BB&T – VA Collateral Service Corporation, trustees, dated April 3, 2009, recorded in the Clerk's Office of the Circuit Court for the City of Martinsville, Virginia, as Instrument No. LR0900339. The Beneficiary named in the Deed of Trust: Branch Banking and Trust Company.

(Paid)

ALTA Owner's Policy
Schedule B – (continued)

**LAWYERS TITLE INSURANCE CORPORATION
OWNER'S POLICY
Schedule A -Legal Description**

FILE NUMBER
PH 20229

POLICY NUMBER
C34-0083154

All that certain tract or land lying on the north side of Commonwealth Boulevard in the City of Martinsville, Virginia, known as Parcel N11, containing 1.378 acres, shown on a plat of survey dated March 24, 2003, said plat being recorded in the Clerk's Office of the City of Martinsville, Virginia, in Cabinet B, Slide 83, page 5; TOGETHER WITH a 20 foot drainage easement which runs along the side lot lines, 10 foot on either side of the west and east boundary lines of Parcel N11, extending back 309.30 feet on the west side of Parcel N11 and 291.00 feet on the east side of Parcel N11, said easement is for drainage and grading purposes; and as is more particularly shown "Plat of Survey for T R Properties, Inc.", made by Bryan E. Jones, L. S., Piedmont Surveying and Design, P. C., dated March 6, 2009, recorded in the aforesaid Clerk's Office.

222 296

Page 105, and which said property hereby conveyed is all of that same property acquired by the grantors herein by deed dated March 14th, 1970, from George I. Harville and Nancy C. Harville, husband and wife, which said deed is of record in the aforesaid Clerk's Office in Deed Book 221, at Page 182, to which said map and deed reference is here had for a more particular description of the property hereby conveyed.

WITNESS the following signatures and seals, this the day and year first above written.

Lester I. Setliff (SEAL)
Lester I. Setliff

Adell H. Setliff (SEAL)
Adell H. Setliff

STATE OF VIRGINIA

~~COUNTY~~/CITY OF Martinsville, TO-WIT:

I, Edith J. Sharpe, a Notary Public in and for the City/~~County~~ and State aforesaid, do hereby certify that Lester I. Setliff and Adell H. Setliff, husband and wife, whose names are signed to the foregoing deed, bearing date of May 14th, 1970, have acknowledged the same before me in my City/~~County~~ and State aforesaid.

GIVEN under my hand this 15th day of May, 1970.

My Commission expires: March 7, 1973.

Edith J. Sharpe
NOTARY PUBLIC

JOHN J. HARTLEY
ATTORNEY AT LAW
MARTINSVILLE, VIRGINIA