

CURRENT OWNER		2021 ASSESSED VALUE																							
T R PROPERTIES INC P O BOX 3565 MARTINSVILLE VA24115-356		Building Value		0		HENRY COUNTY VIRGINIA																			
		Extra Features		0																					
		Outbuildings		999,900																					
		Land Value		959,500																					
		Total Value		1,959,400																					
TRANSFER HISTORY		DEED	SALE DATE	Q/U	SALE PRICE	BUILDING PERMITS																			
T R PROPERTIES INC		710/87	05-03-1996	U	1,200,000	PERMIT NUMBER	DATE																		
						BP-20-019482	10-05-2020																		
						BP-17-016807	12-20-2017																		
						B-11-011778																			
						B-10-010409																			
						B-07-006639																			
						B-05-004681																			
						B-04-003807																			
						B-03-001393																			
						B-01-010929																			
						B-005372																			
		01-01-1900 means Date Unknown																							
MARKET VALUATION		ASSESSMENT HISTORY																							
Year Built 1962		LEGEND		2020		2021																			
Year 1754 or 5555 = Date Unknown		Building & Extra Features		999900		0																			
Adj. Base Rate		Outbuilding		0		999900																			
Market Replace		Land		959500		959500																			
Year remodeled		Total		1959400		1959400																			
Market Dep %		ZONING																							

BORROWER _____
REFERENCE # _____

ADDRESS _____
COUNTY _____
EFFECTIVE DATE _____

TAX MAP NO. _____ AMOUNT _____ LAST PAID _____
DELINQUENT _____ YEARS _____
ASSESSED VALUE _____ LV _____ IV _____
PAID _____ NEXT DUE _____

Tax Information is provided by the jurisdictional Treasurer's Office and is for informational purposes only. Closing/Settlement Agents should NOT rely on this information for final settlement. You are responsible for verifying exact taxes, storm water, utilities, abatements or other special assessments and fees. No responsibility is assumed by Wahoo Research in the reporting of this data other than the accuracy of the information given to us by the Treasurer's Office

VESTING DEED

GRANTOR _____
GRANTEE _____
DATED _____ RECORDED _____ BK/PG/INST # _____
CONSIDERATION _____
LEGAL _____

OUTSALES _____

DOT
TYPE _____
BORROWER, same as current owner? _____
LENDER _____
TRUSTEE _____
DATED _____ RECORDED _____ BK/PG/INST # _____
AMOUNT _____ MATURITY DATE _____
LEGAL _____
ASSIGNED _____ MORE THAN ONE ASSIGNMENT? _____
FROM _____
TO _____
DATED _____ RECORDED _____ BK/PG/INST # _____
NOTES _____

JUDGMENTS
NAMES CHECKED _____

EASEMENTS FOUND IN SEARCH PERIOD _____ HOA _____
AGREEMENTS FOUND IN SEARCH PERIOD _____
ESTATES FOUND _____

CHAIN OF TITLE

LINK _____
GRANTORS _____
GRANTEES _____
DATED _____ RECORDED _____ BK/PG/INST _____
CONSIDERATION _____

LINK _____
GRANTORS _____
GRANTEES _____
DATED _____ RECORDED _____ BK/PG/INST# _____
CONSIDERATION _____

LINK _____
GRANTORS _____
GRANTEES _____
DATED _____ RECORDED _____ BK/PG/INST # _____
CONSIDERATION _____

LINK _____
GRANTORS _____
GRANTEES _____
DATED _____ RECORDED _____ BK/PG/INST # _____
CONSIDERATION _____

LINK _____
GRANTORS _____
GRANTEES _____
DATED _____ RECORDED _____ BK/PG/INST # _____
CONSIDERATION _____

EASEMENTS / AGREEMENTS

TYPE _____
FROM/BETWEEN _____
TO/BETWEEN _____
DATED _____ Recorded _____ BK/PG/INST # _____
GRANTING _____

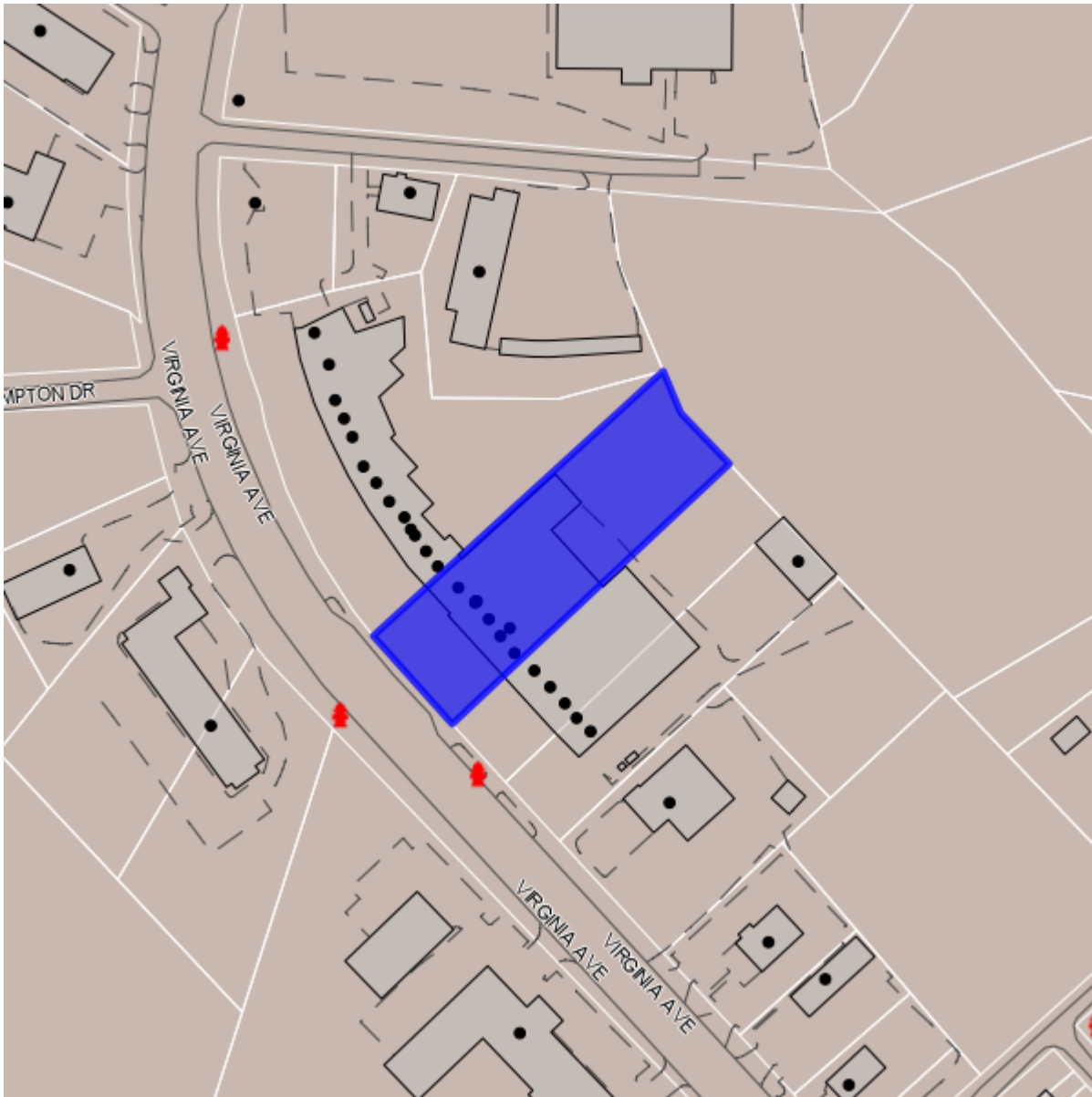
TYPE _____
FROM/BETWEEN _____
TO/BETWEEN _____
DATED _____ RECORDED _____ BK/PG/INST # _____
GRANTING _____

TYPE _____
FROM/BETWEEN _____
TO/BETWEEN _____
DATED _____ RECORDED _____ BK/PG/INST # _____
GRANTING _____

TYPE _____
FROM/BETWEEN _____
TO/BETWEEN _____
DATED _____ RECORDED _____ BK/PG/INST # _____
GRANTING _____

TYPE _____
FROM/BETWEEN _____
TO/BETWEEN _____
DATED _____ RECORDED _____ BK/PG/INST # _____
GRANTING _____

Property Report - County of Henry

**Current Data:****Property ID:** 026310209 **Tax Map Number:** 41.1(032)000 /002 ,3A-3C,ABC**Owner:** T R PROPERTIES INC**Address:** P O BOX 3565 **City/State/Zip:** MARTINSVILLE VA 24115-3565**Deed/Page:** 710/87**Acquired Date:** 1996-05-03 **Consideration:** 1200000**Year Built:** **Building Desc:** SHOPPING CENTER **Above Grade Sq Ft:** 1**Acres:** 8.919 **Zoning:** B1**Land Value:** \$959500.00 **Building Value:** \$999900.00 **Total Value:** \$1959400.00**Previous Data:****Owner:****Acquired Date:** NA **Deed/Page:** NA **Consideration:** \$NA.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.



Real Estate

View Bill

As of	7/11/2022
Bill Year	2021
Bill	34805
Owner	T R PROPERTIES INC
Parcel ID	026310209

Installment	Pay By	Amount	Payments/Credits	Balance	Interest	Due
1	10/1/2021	\$10,874.67	\$10,874.67	\$0.00	\$0.00	\$0.00
TOTAL		\$10,874.67	\$10,874.67	\$0.00	\$0.00	\$0.00

DEED

002272

THIS DEED is made as of May 1, 1996, by MID-ATLANTIC CENTERS LIMITED PARTNERSHIP, a Maryland limited partnership (the "Grantor"), to T R PROPERTIES, INC., a Virginia corporation ("Grantee").

WITNESSETH:

THAT FOR and in consideration of the sum of TEN DOLLARS (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor by these presents does hereby grant, bargain, sell and convey unto Grantee all that certain real property located in Henry County, Virginia, as legally and particularly described in Exhibit A attached hereto and by this reference made a part hereof (the "Property"), to have and to hold the Property in fee simple forever.

TOGETHER WITH the existing shopping center and other improvements located thereon; all of the ways, easements, rights, privileges, improvements and appurtenances to the same belonging or in any way appertaining; all rights of the Grantor in and to any and all adjoining public and private streets, roadways and rights-of-way, and any and all easements, rights-of-way, covenants, benefits, agreements, rights and appurtenances belonging or in any way appertaining to the Property; and all of the estate, right, title, interest and claim either at law or in equity, or otherwise however, of the Grantor of, in, to or out of the Property.

SUBJECT, HOWEVER, to all easements, right-of-way, covenants, and restrictions of record as of the date of this conveyance, insofar as they may lawfully affect the Property, Grantor covenants that it will warrant specially unto Grantee the Property hereby conveyed.

IN WITNESS WHEREOF, Grantor has signed and sealed this Deed as of the date first hereinabove set forth as its free act and deed for the uses and purposes herein contained.

GRANTOR:

MID-ATLANTIC CENTERS LIMITED
PARTNERSHIP, A Maryland Limited
Partnership

By: FW Realty Limited Partnership,
A District of Columbia Limited
Partnership, General Partner

WITNESS ATTEST:


STUART D. HALPERT

By: FW Corporation, A District of
Columbia Corporation, General
Partner

By: 
WILLIAM J. WOLFE
(Vice) President

List of Exhibits:

Exhibit A - Legal Description of Property

BK0710PG0087

MONTGOMERY COUNTY)
MARYLAND) ss:
)

Before me, a Notary Public in and for the jurisdiction aforesaid, personally appeared this date William J Wolfe, who acknowledged himself to be ~~(Vice)~~ President of FW CORPORATION, a District of Columbia corporation, which entity is a general partner of FW REALTY LIMITED PARTNERSHIP, a District of Columbia limited partnership, which entity is a general partner of MID-ATLANTIC CENTERS LIMITED PARTNERSHIP, a Maryland limited partnership, which entity is a party to the foregoing and annexed Instrument, and that he, being duly authorized to do so, executed said instrument on behalf of said corporation in the capacity indicated as his free act and deed for the uses and purposes therein contained.

April WITNESS my hand and official seal this 30th day of _____, 1996.

Mary Jane Heacii
Notary Public

[Notarial Seal]

My Commission Expires: 11-1-96



EXHIBIT A

Legal Description of the Property

All those six (6) certain tracts or parcels of land with improvements thereon located and appurtenances thereunto appertaining, situated in the Martinsville Magisterial District of Henry County, Virginia on the Easterly side of U.S. Route 220 (Business), and being all of Tract 2 (containing 1.159 acres), Tract 3-A (containing 1.032 acres), Tract 3-B (containing 1.710 acres), Tract 3-C2 (containing 2.748 acres), Tract 3-D2 (containing 1.337 acres) and Tract 4-B (containing 0.117 acre), all as shown on that certain Plat of Survey for Mid-Atlantic Centers Limited Partnership prepared by Lawrence W. Cockram, L.L.S., dated October 13, 1987 and recorded in Plat Book 82, page 1422 in the Clerk's Office of the Circuit Court of Henry County; and Tracts 2, 3-A, 3-B, 3-C2, 3-D2, and 4-B herein conveyed contain a total combined area of 8.103 acres.

Being the same property Mid-Atlantic Centers Limited Partnership, acquired by Deed of Assumption from Jesse D. Cahill and Christine A. Cahill, husband and wife, as Grantor, to Mid-Atlantic Centers Limited Partnership, as Grantee dated October 14, 1987, and of record in the Clerk's Office of the Circuit Court of Henry County in Deed Book 457, page 168.

VIRGINIA: In the clerk's office of the Circuit Court of Henry County, 5/3, 1996, this deed was this day received in said office, and, upon the certificate of acknowledgment... Thereto annexed, admitted to record, at 11:40 o'clock A. M., after payment of \$4200.00 Tax imposed by Sec. 58.1-82.
Teste: Kanita J. Stewart, Clerk
\$ 1,800.00
al Tax \$ 600.00 Transfer Fee \$ 1.00

MID-ATLANTIC CENTERS LIMITED PARTNERSHIP,
A MARYLAND LIMITED PARTNERSHIP

FROM: DEED OF ASSUMPTION

5545

JESSE D. CAHILL AND
CHRISTINE A. CAHILL,
HUSBAND AND WIFE, ET AL

ORIGINAL RETURNED
UPON RECORDATION

THIS DEED OF ASSUMPTION, made this 14th day of October, 1987, by and between JESSE D. CAHILL and CHRISTINE A. CAHILL, husband and wife, parties of the first part and Grantors herein, and MID-ATLANTIC CENTERS LIMITED PARTNERSHIP, a Maryland limited partnership, party of the second part and Grantee herein, and DOMINION BANK, N.A., successor in interest to First Bassett Bank & Trust, party of the third part;

GARDNER, GARDNER & BARROW, P.C.
4th Floor Dominion Bank Building
231 E. Church Street
Martinsburg, W. Va. 26001
703-438-7432

WITNESSETH: That for and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid to the Grantors by the Grantee, the receipt of which is hereby acknowledged, and for the further consideration that the Grantee assumes the payment of the remaining unpaid balance due and secured under a Deed of Trust executed by the Industrial Development Authority of Henry County, Virginia, a political subdivision of the Commonwealth of Virginia (the Authority), dated March 1, 1984 to secured to First Bassett Bank & Trust the original sum of Nine Hundred Thousand Dollars (\$900,000.00) said Deed of Trust being recorded in the Clerk's Office of the Circuit Court of Henry County in Deed Book 375, page 390. The Grantee joins in this deed for the express purpose of assuming the payment of the indebtedness remaining unpaid under the Deed of Trust herein set forth and as set out and described in said

BK0457 PG0168

Deed of Trust as fully and completely as if the terms and conditions of the said Deed of Trust were set out herein verbatim.

NOW, THEREFORE, the Grantors do hereby bargain, sell, grant and convey, in fee simple with General Warranty and English Covenants of title, subject to the assumption of the above-mentioned Deed of Trust, unto the said Mid-Atlantic Centers Limited Partnership, a Maryland limited partnership, the following described property, to-wit:

All those six (6) certain tracts or parcels of land with improvements thereon located and appurtenances thereunto appertaining, situated in the Martinsville Magisterial District of Henry County, Virginia, on the Easterly side of U. S. Route 220 (Business), and being all of Tract 2 (containing 1.159 acres), Tract 3-A (containing 1.032 acres), Tract 3-B (containing 1.710 acres), Tract 3-C2 (containing 2.748 acres), Tract 3-D2 (containing 1.337 acres), and Tract 4-B (containing 0.117 acre), all as shown on that certain Plat of Survey for Mid-Atlantic Centers Limited Partnership, prepared by Lawrence W. Cockram, L.L.S., dated October 13, 1987, to be recorded contemporaneously herewith in the Clerk's Office of the Circuit Court of Henry County in the current Plat Book; and Tracts 2, 3-A, 3-B, 3-C2, 3-D2 and 4-B herein conveyed contain a total combined area of 8.103 acres; and

BEING the same identical property Jesse D. Cahill and Christine A. Cahill, husband and wife, acquired from the Industrial Development Authority of Henry County, Virginia, by Deed of Assumption dated March 1, 1984, and of record in the Clerk's Office of the Circuit Court of Henry County in Deed Book 375, page 404, to which deed and plat reference is here had for a more

GARDNER, GARDNER, & BARROW, P.C.
4th Floor Dominion Bank Building
231 E. Church Street
Martinsville, VA 24112
703-660-2465

EKO457 PGD169

particular description of the property hereby conveyed.

Dominion Bank, N.A., successor in interest to First Bassett Bank & Trust, joins in the within instrument to signify its consent to the transfer of the hereinabove described properties to Mid-Atlantic Centers Limited Partnership, a Maryland limited partnership. In conjunction with said transfer, Dominion Bank, N.A., further consents to the assumption by Mid-Atlantic Centers Limited Partnership of the outstanding principal balance due and owing under that certain Note dated March 1, 1984, and in the original principal amount of \$900,000.00, together with the terms and conditions of the above-referenced Deed of Trust securing repayment of the aforementioned dollar amount, and of record as aforesaid.

This conveyance is made subject to all lawful easements and rights-of-way properly of record in the aforesaid Clerk's Office.

The Grantee herein joins in this deed for the express purpose of acknowledging the assumption of the payment of the remaining unpaid balance due under the above-mentioned Deed of Trust as of October 19, 1987.

WITNESS the following signatures and seals the day and year first above written:

 (Seal)
Jesse D. Cahill

 (Seal)
Christine A. Cahill

EKO457 T60170

GARDNER, GARDNER & BARROW, P.C.
4th Floor Dominion Bank Building
231 E. Church Street
Martinsville, VA 24112
703-608-2405

GARDNER, GARDNER & BARROW, P.C.
c/o First Dominion Bank Building
231 E. Church Street
Martinsville, VA 24112
(703) 436-1405

MID-ATLANTIC CENTERS LIMITED
PARTNERSHIP, A MARYLAND LIMITED
PARTNERSHIP

By: FW Realty Limited Partnership
General Partner

By: FW Corporation
General Partner

By: Jack Updegraff (Seal)
Title President

DOMINION BANK, N.A., SUCCESSOR IN
INTEREST TO FIRST BASSETT BANK &
TRUST

By: M. J. Hines
Vice Pres

ATTEST:

Eugene Graham White III
Branch Officer

STATE OF VIRGINIA, AT LARGE,

CITY OF MARTINSVILLE, TO-WIT:

The foregoing instrument was acknowledged before me
this 19 day of October, 1987, by Jesse D. Cahill and
Christine A. Cahill, husband and wife.

My commission expires: 11-14-88.

Carol L. Hines
NOTARY PUBLIC

STATE OF Washington,
CITY/COUNTY OF King of Cal., TO-WIT:

EKO 457. FGD 171

GARDNER, GARDNER, & JARROW, P.C.
4th Floor, Equine Building
201 E. Commerce St.
Martinsville, VA 26112
703-538-2475

The foregoing instrument was acknowledged before me this 16th day of Oct, 1987, by Jack C. Spiller, Jr., President (Title) on behalf of FW Corporation, General Partner of FW Realty Limited Partnership, General Partner of Mid-Atlantic Centers Limited Partnership.

My commission expires: 9/21/88

Rmilia L. Lipp
NOTARY PUBLIC

STATE OF VIRGINIA, AT LARGE

CITY OF MARTINSVILLE, TO-WIT:

The foregoing instrument was acknowledged before me this 19th day of October, 1987, by M.W. Stowe, Vice President and attested by E. Graham White, III, Branch Officer on behalf of Dominion Bank, National Association.

My commission expires: 11-14-88.

Betty Carol Sumner
NOTARY PUBLIC

VIRGINIA: In the Clerk's Office of the Circuit Court of Henry County, 10/19, 1987. This deed was this day received in said office, and, upon the certificate of acknowledgment... thereto annexed, admitted to record, at 4:47 o'clock P. M., after payment of \$ 538.50, tax imposed by Sec. 58.1-802.

Teste: Juanita R. Stewart, Clerk
Tax \$ 1950.00 Transfer Fee \$ 1.00

BK0457 PG0172

CERTIFICATE AND AFFIDAVIT OF SATISFACTION

Loan #57371300004-9900090011 Mid Atlantic Ctrs

Tax #

Place of Record: **Henry County, Clerk of Circuit Court**

004118

Date of Deed of Trust: **March 1, 1984**

Deed Book: 375 Page 390 Amount Secured: \$ 900,000.00

Name of Grantor(s)/Maker(s): **Industrial Development Authority of Henry County, Virginia**

Name of Trustee(s): **W. A. Taylor, and H. A. Payne**

I/WE CERTIFY that the note(s) secured by the deed of trust, mortgage or other lien described above,
has/have been paid in full to the person entitled and authorized to receive the same, and the lien
therein created and retained is hereby released.

July 24, 1996
DATE

First Union National Bank of Virginia
formerly First Bassett Bank & Trust

James A. Forbes
Noteholder(s) or other evidences of debt- Assistant Secretary

Roanoke Virginia
City/County

Acknowledged, subscribed and sworn to before me on **July 24, 1996** by James A. Forbes,

Assistant Secretary of First Union National Bank of Virginia

My Commission Expires: **10-31-96**

Rebecca Thompson Notary Public

This certificate and affidavit of satisfaction was presented, and with the Certificate annexed, admitted

to record on 7-29-96 at 11:51 AM.
Date Time

Clerk's fees: \$ 16.00 have been paid,

Keanita K. Stewart, Clerk by Gregory J. Givens, Deputy Clerk

i:\amidata\paidloan\vacert.sam

BK0718PG0617

DEED OF ASSUMPTION

between

INDUSTRIAL DEVELOPMENT AUTHORITY OF HENRY COUNTY, VIRGINIA

and

JESSE D. CAHILL

and

CHRISTINE A. CAHILL

Dated as of March 1, 1984

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THIS DEED, made as of the first day of March, 1984, by and between the INDUSTRIAL DEVELOPMENT AUTHORITY OF HENRY COUNTY, VIRGINIA, a political subdivision of the Commonwealth of Virginia (the Authority), and JESSE D. CAHILL, and CHRISTINE A. CAHILL (the Purchasers), provides:

That for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, the Authority hereby grants and conveys to the Purchasers, as tenants by the entireties, with right of survivorship as at common law, with special warranty of title, the following described property, subject to Permitted Encumbrances, as hereinafter defined, including, without limitation, the Deed of Trust between the Authority and W. A. Taylor and H. A. Payne, as trustees, dated as of the date hereof (the Deed of Trust):

The real estate and interest therein situated in Henry County, Virginia, described in Exhibit 2 attached to the Deed of Trust and being the Land, as hereinafter defined, together with all buildings, additions and improvements now or hereafter located thereon and with the tenements, hereditaments, appurtenances, rights, privileges and immunities thereunto belonging or appertaining, and the property generally described in Exhibit 3 attached to the Deed of Trust and constituting the Equipment, as hereinafter defined.

By accepting and executing this Deed, the Purchasers assume the obligations of the Authority contained in and agree to pay the principal of and interest on the Note, as hereinafter defined, pursuant to Section 3.1 hereof, and assume and agree to satisfy the other obligations of the Authority contained in the Deed of Trust, without regard to any limitation as to source of funds. The Deed of Trust has been recorded in the office of the Clerk of the Circuit Court of Henry County, Virginia, immediately prior hereto. The Deed of Trust secures the principal amount of \$900,000, interest thereon and other amounts payable thereunder.

By the delivery and acceptance of this Deed the Authority and the Purchasers also agree as follows:

ARTICLE I

Definitions and Rules of Construction

Section 1.1. Definitions. The following terms shall have the following meanings in this Deed unless the context otherwise requires.

"Act" shall mean the Industrial Development and Revenue Bond Act, Chapter 33, Title 15.1, Code of Virginia of 1950, as amended.

"Authority" shall mean the Industrial Development Authority of Henry County, Virginia, its successors and assigns.

"Bill" shall mean H.R. 4170 in the form in which reported by the United States House of Representatives Committee on Ways and Means on March 6, 1984.

"Building" shall mean those buildings, structures and improvements required by Section 2.1 to be constructed or improved with the proceeds of sale of the Note or the proceeds of any payment by the Purchasers pursuant to Section 2.2 and located on the Land and all other buildings, structures and improvements on the Land, all as they may at any time exist.

"Closing" shall mean the Closing, as defined in the Note Purchase Agreement.

"Code" shall mean the Internal Revenue Code of 1954, as amended, including applicable regulations and revenue rulings thereunder.

"Construction Fund" shall mean the Construction Fund, as defined in the Note Purchase Agreement.

"Contractor" shall mean any manufacturer, dealer, distributor, contractor, subcontractor, supplier, engineer, architect or other person, firm or corporation involved in designing, constructing, furnishing or installing the Project or any part thereof.

"Cost" and "Cost of the Project" shall each mean the "Cost of the Project" as defined in the Note Purchase Agreement.

"Deed" shall mean this Deed of Assumption, including any amendments hereto.

"Deed of Trust" shall mean the Deed of Trust dated as of the date hereof, between the Authority and the Trustees, including any amendments thereto.

"Equipment" shall mean fixtures required or permitted by Section 2.1 to be acquired with the proceeds of sale of the Note or the proceeds of any payment by the Purchasers pursuant to Section 2.2, together with all additions thereto and substitutions therefor, less such fixtures as may be taken by the exercise of the power of eminent domain, all as they may at any time exist.

"Event of Default" shall mean any of the events set forth in Section 7.1.

"Event of Taxability" shall mean an Event of Taxability, as defined in the Note.

"Financing Instruments" shall mean this Deed, the Note Purchase Agreement, the Note, the Deed of Trust and the Guaranty.

"Guaranty" shall mean the Guaranty Agreement dated as of the date hereof between the Purchasers and the Noteholder, guaranteeing to the Noteholder the full and prompt payment of the principal of and interest on the Note when and as the same shall become due (whether at maturity, by acceleration or otherwise), including any amendments thereto.

"Land" shall mean the real estate described in Exhibit 2 attached to the Deed of Trust and any real estate becoming part of the Project subsequent to the date hereof, less such real estate as may be released pursuant to Section 5.8, taken by the exercise of the power of eminent domain or lost because of failure of title.

"Net Proceeds" shall mean the proceeds of any insurance recovery or recovery in any condemnation proceeding remaining after payment of counsel fees, fees and expenses of the Noteholder and all other expenses incurred in the collection of such proceeds.

"Note" shall mean the industrial development revenue note of the Authority issued pursuant to the Note Purchase Agreement in the principal amount of \$900,000, which is secured by the Deed of Trust.

"Noteholder" shall mean First Bassett Bank & Trust, Bassett, Virginia, as holder of the Note, or any subsequent holder.

"Note Purchase Agreement" shall mean the Note Purchase Agreement and Agreement of Sale dated as of the date hereof between the Authority, the Noteholder, First Bassett Bank & Trust, as Escrow Agent, and the Purchasers, whereby the Authority sells the Note to the Noteholder, including any amendments thereto.

"Payment of the Note" shall mean payment in full of the Note and the making in full of all other Required Payments due and payable at the time of such payment.

"Permitted Encumbrances" shall mean, as of any particular time, (a) liens for ad valorem taxes and special assessments not then delinquent, (b) the Deed of Trust, this Deed and any security interests or other liens created thereby or hereby, (c) utility, access and other easements and rights of way, mineral rights, restrictions and other exceptions that, in the opinion of an architect, engineer or surveyor acceptable to the Noteholder, will not interfere with or impair the operations being conducted in the Project (or if no operations are being conducted therein, the operations for which the Project was designed or last modified), (d) mechanics' and materialmen's liens as permitted by Section 4.2, (e) easements and other rights granted pursuant to Section 5.8, (f) leases of the Project contemplated by Section 5.11, (g) liens and security interests securing other obligations of the Purchasers to the Noteholder and (h) such minor defects, irregularities, encumbrances, easements, rights of way and clouds on title as normally exist with respect to property similar in character to the Project and as do not, in the opinion of counsel selected by the Purchasers and acceptable to the Noteholder, interfere with or impair the use of the property affected thereby for the purpose for which it was acquired or is held by the Purchasers.

"Project" shall mean the Land, the Building and the Equipment, as they may at any time exist.

"Purchasers" shall mean Jesse D. Cahill and Christine A. Cahill, their successors and assigns.

"Required Payment" shall mean any payment of money required under the terms of the Financing Instruments to be made by the Purchasers for its own account or for the account of the Authority.

"Trustees" shall mean W. A. Taylor and H. A. Payne or their successors serving as such under the Deed of Trust.

Section 1.2. Rules of Construction. The following rules shall apply to the construction of this Deed unless the context otherwise requires:

(a) Singular words shall connote the plural number as well as the singular and vice versa.

(b) All references herein to particular articles or sections are references to articles or sections of this Deed.

(c) Words importing the prepayment or calling for prepayment of the Note shall not be deemed to refer to or connote the payment of the Note at its stated maturity.

(d) The headings and Table of Contents herein are solely for convenience of reference and shall not constitute a part of this Deed nor shall they affect its meaning, construction or effect.

(e) All accounting terms used herein which are not otherwise expressly defined in this Deed shall have the meanings respectively given to them in accordance with generally accepted accounting principles. Except as otherwise expressly provided herein, all financial computations made pursuant to this Deed shall be made in accordance with generally accepted accounting principles consistently applied and all financial statements shall be prepared in accordance with generally accepted accounting principles consistently applied.

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ARTICLE II

Acquiring, Renovating, Sale and Financing of Project

Section 2.1. Agreement To Acquire, Renovate, Mortgage and Sell Project. Simultaneously with the execution hereof the Authority has acquired the Land, mortgaged the Project to the Trustees pursuant to the Deed of Trust, and then by the delivery of this Deed has sold the Project as it exists on the date hereof to the Purchasers, subject to the lien of the Deed of Trust. Subject to Section 2.2, the Authority shall (a) cause the renovation of the Project, (b) cause to be acquired and installed in or about the Building certain equipment specified by the Purchasers and described in Exhibit 3 attached to the Deed of Trust, and (c) cause the payment of the Cost thereof to be made with the proceeds of sale of the Note pursuant to the Note Purchase Agreement.

The Purchasers, pursuant to the agreement set forth in this Deed and not as agent, shall acquire and renovate the Project on behalf of the Authority, and all contracts in connection therewith shall be entered in the name of the Purchasers. The Purchasers hereby agree, in carrying out such obligations, to obtain all licenses, permits and consents with respect to the Project (and the Authority shall have no responsibility therefor), and to bring any action or proceeding against any person that the Authority might bring with respect to the Project as the Purchasers shall deem proper after written notice to the Authority.

As each part of the Project is acquired, constructed and installed, it shall be deemed to be subjected to the lien of the Deed of Trust and delivered to and immediately become and remain property owned by the Purchasers, free and clear of any interest of the Authority or any other person except the security interests and liens created by the Deed of Trust and this Deed. The Authority shall execute and deliver to the Purchasers such further deeds, bills of sale or other evidence of title to any part of the Project as the Purchasers may from time to time reasonably request.

The Purchasers shall acquire and renovate the Project as promptly as practicable after the issuance of the Note and use their best efforts to have the Project completed by June 13, 1984, but if for any reason such acquisition and renovation are not completed by such date there shall be no resulting

liability on the Authority and no abatement, diminution or postponement of the payments by the Purchasers hereunder.

Section 2.2. Purchasers Required To Complete Project.

If the proceeds of sale of the Note are not sufficient to pay in full the Cost of the Project, the Purchasers shall pay or provide for the payment in full of the amount by which the Cost of the Project exceeds such proceeds. The Purchasers shall not by reason of the payment of such excess Cost be entitled to any reimbursement therefor from the Authority or the Noteholder nor shall he be entitled to any postponement or reduction of his payments hereunder. When the Project has been completed in accordance with Section 2.1, the Purchasers shall promptly deliver to the Authority and the Noteholder a certificate signed by the Purchasers stating that the Project has been completed substantially in accordance with Section 2.1 and in compliance with all laws, ordinances, rules, regulations or agreements applicable thereto and that all certificates of occupancy or other permits necessary for the use of the Project as contemplated hereby have been issued or obtained.

Section 2.3. Limitation of Authority's Liability.

No covenant, agreement or obligation contained herein shall be deemed to be a covenant, agreement or obligation of any present or future director, officer, employee or agent of the Authority in his individual capacity, and neither the directors of the Authority nor any officer thereof executing the Note shall be liable personally on the Note or be subject to any personal liability or accountability by reason of the issuance thereof. No director, officer, employee or agent of the Authority shall incur any personal liability with respect to any other action taken by him pursuant to this Deed or the Act provided he acts in good faith.

The obligations of the Authority hereunder are not general obligations of the Authority but are limited obligations payable solely from the revenues and receipts derived from the sale of the Project, including without limitation all payments under this Deed, which revenues and receipts have been pledged and assigned to such purposes in the manner and to the extent provided in this Deed, from the mortgage of the Project pursuant to the Deed of Trust and from payments pursuant to the Guaranty. The obligations of the Authority hereunder shall not be deemed to constitute a debt or a pledge of the faith and credit of the Commonwealth of Virginia or any political subdivision thereof, including the Authority and Henry County. Neither the Commonwealth of Virginia nor any political subdivision

thereof, including the Authority and Henry County, shall be obligated to pay the obligations hereunder or other costs incident thereto except from the revenues and receipts pledged therefor, and neither the faith and credit nor the taxing power of the Commonwealth of Virginia or any political subdivision thereof, including the Authority and Henry County, is pledged to the payment of the obligations hereunder.

Section 2.4. Disclaimer of Warranties. THE AUTHORITY DOES NOT MAKE ANY REPRESENTATION OR WARRANTY THAT THE PURCHASERS SHALL HAVE QUIET AND PEACEFUL POSSESSION OF THE PROJECT. The Purchasers recognize that since the Project is being constructed and equipped at the Purchasers' request and by Contractors selected by the Purchasers in accordance with plans and specifications prepared by Contractors selected by the Purchasers, THE AUTHORITY MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE MERCHANTABILITY, CONDITION OR WORKMANSHIP OF ANY PART OF THE PROJECT, ITS SUITABILITY FOR THE PURCHASERS' PURPOSES OR THE EXTENT TO WHICH PROCEEDS DERIVED FROM THE SALE OF THE NOTE WILL PAY THE COST TO BE INCURRED IN CONNECTION THEREWITH.

Section 2.5. Warranties of and Remedies against Contractors. Upon completion of the Project or at any time prior thereto upon the request of the Purchasers, so long as they are not in default hereunder, the Authority shall assign to the Purchasers all warranties and guaranties of Contractors for the furnishing of labor, materials or equipment or supervision or design in connection with the Project and any rights or causes of action against any Contractor. Upon being advised by the Purchasers of a default by any Contractor under any contract or breach by any Contractor of any warranty or guaranty made by it in connection with the Project, the Authority shall promptly proceed (but only at the request and expense of the Purchasers), either separately or in conjunction with others, to exhaust its remedies against such Contractor and against its surety, if any, for the performance of such contract, warranty or guaranty. The Authority shall advise the Purchasers of the action it intends to take in connection with any such default or breach. If the Purchasers shall so notify the Authority and the Noteholder (whether before or after the initiation of any action by the Authority), the Purchasers may at their own expense, in their own names or in the name of the Authority, prosecute or defend any action or proceeding or take any other action involving such Contractor or surety which the Purchasers reasonably deem necessary. In such event the Authority shall cooperate fully with the Purchasers and take all necessary

action to effect the substitution of the Purchasers for the Authority in any such action or proceeding if the Purchasers should so request. The net amount so recovered before completion of the Project shall be deposited in the Construction Fund and after completion shall be paid to the Purchasers.

Section 2.6. Compliance with Note Purchase Agreement and Deed of Trust. If the Purchasers are not in default under this Deed, the Authority, at the request of the Purchasers, shall (a) cause requisitions for payments from the Construction Fund to be filed in accordance with the Note Purchase Agreement and (b) take any other action to be taken by the Authority under the Note Purchase Agreement or the Deed of Trust.

Section 2.7. Deed of Assumption as Security Agreement. This Deed is intended to create and does create in the Noteholder a security interest in the Equipment, and in each and every part thereof, under the Uniform Commercial Code of Virginia as security for the payments under this Deed.

Section 2.8. Title Insurance. The Purchasers shall promptly obtain title insurance on the Land as provided in the Note Purchase Agreement. Any Net Proceeds payable to the Noteholder thereunder shall be used as provided in Section 6.2. To the extent such insurance is available to prepay the Note pursuant hereto, no claim shall be made and no suit brought hereunder against the Purchasers by the title insurance company or anyone else claiming on behalf of or by, through or under it.

ARTICLE III

Payments by Purchasers

Section 3.1. Amounts Payable. (a) The Purchasers shall, for the account of the Authority, make all payments required under the Note, as and when the same become due (whether at maturity, by acceleration or otherwise), in the manner set forth in the Note, and shall make all other Required Payments at the time or times and in the manner provided in the applicable Financing Instrument. Payments to the Noteholder shall be made in lawful money of the United States of America at the principal office of the Noteholder or at such other place as the Noteholder may direct in writing. Any amount at any time paid to the Noteholder as the payment of principal of or interest on the Note as the same become due shall be credited

against the Purchasers' obligation hereunder as of the date such obligation is due (but subject to collection of any instrument, draft, check or order for payment received by the Noteholder).

(b) The Purchasers shall pay (1) to the Trustees, as and when the same become due, their reasonable fees for services rendered and for expenses reasonably incurred as Trustees under the Deed of Trust, including reasonable counsel fees, and all other amounts which the Purchasers herein assume or agree to pay, including any cost or expense necessary to cancel and discharge the Deed of Trust upon payment of the Note, and (2) to the Authority, its reasonable expenses, including reasonable counsel fees, directly related to the Project or the Note, a reasonable share of the cost of any audit of the funds of the Authority, and all other amounts that the Purchasers herein agree to pay. The obligations of the Purchasers under subsection (b) of this section shall survive Payment of the Note.

Section 3.2. Default in Payments. If the Purchasers should fail to make any Required Payment when due and no different rate on such defaulted Required Payment is specified in the applicable Financing Instrument, the Purchasers shall pay interest thereon at the Prime Rate, as defined in the Note, until paid. The Purchasers shall also pay a late charge equal to 5% of the amount of any Required Payment that may be 10 days or more in arrears.

Section 3.3. Obligations of Purchasers Unconditional. The obligation of the Purchasers to make the payments under this Deed to the Noteholder and to make, observe and perform all other payments, covenants, conditions and agreements hereunder shall be absolute and unconditional, irrespective of any rights of setoff, recoupment or counterclaim they might otherwise have against the Authority or the Noteholder. Subject to Section 8.3, the Purchasers shall not suspend or discontinue any payment hereunder or fail to make, observe or perform any other payments, covenants, conditions or agreements under the Financing Instruments for any cause, including without limitation failure of the Authority to complete the Project, failure of consideration, failure of title to any part or all of the Project, or commercial frustration of purpose, or any damage to or destruction or condemnation of all or any part of the Project, or any change in the tax or other laws of the United States of America, the Commonwealth of Virginia or any political subdivision of either, or any failure of the

Authority or the Noteholder to observe or perform any covenant, condition or agreement, whether express or implied, or any duty, liability or obligation contained in or arising out of or in connection with any Financing Instrument. Nothing contained in this section shall be construed to release the Authority from the performance of any of its obligations under this Deed, and in the event the Authority should fail to perform any such obligation the Purchasers may institute such action against the Authority as the Purchasers may deem advisable to compel performance or recover his damages for nonperformance so long as such action is consistent with the preceding sentence. The Purchasers may after giving to the Authority and the Noteholder 10 days' notice of their intention to do so, at their own expense and in their own name or in the name of the Authority, prosecute or defend any action or proceeding or take any other action involving third persons which the Purchasers reasonably deem necessary or desirable in order to secure or protect any of their rights hereunder or the rights of the Authority under the Deed of Trust, and in such event the Authority shall, at the expense of the Purchasers, cooperate fully with the Purchasers and take all necessary action to effect the substitution of the Purchasers for the Authority in any such action or proceeding if the Purchasers shall so request.

ARTICLE IV

Maintenance, Modifications, Improvements, Taxes and Insurance

Section 4.1. Maintenance, Modifications and Use of Project. The Purchasers shall, at their own expense, keep the Project in as reasonably safe condition as its operations shall permit and keep the Building, the Equipment and all other improvements forming a part of the Project in good repair and operating condition, ordinary wear and tear excepted, making from time to time all necessary repairs, renewals and replacements. The Purchasers shall obtain all necessary permits and approvals for the operation and maintenance of the Project and shall comply with all lawful requirements of any governmental body regarding the use or condition of the Project, whether existing or later enacted or foreseen or unforeseen or whether involving any change in governmental policy or requiring structural or other changes to the Project and irrespective of the cost of making the same. The Purchasers shall neither commit nor suffer others to commit a nuisance in or about the Project. The Purchasers shall use and occupy the Project as a shopping

center facility or other purposes contemplated by the Act. The Purchasers may, at their own expense, make any additions, modifications or improvements to the Project that they deem desirable and that do not adversely affect the value of the Project or the structural integrity of any building or other structure forming a part thereof, provided that all such additions, modifications or improvements are located wholly on the Land and comply with all applicable Federal, state and local codes. All such renewals, replacements, additions, modifications and improvements shall become part of the Project. Any damage to the Project occasioned by such removal shall be repaired by the Purchasers at their own expense.

Section 4.2. Taxes, Other Governmental Charges and Utility Charges; Mechanics' and Other Liens. The Purchasers

(a) shall pay, as the same become due, all taxes and governmental charges of any kind whatsoever lawfully assessed, levied or imposed with respect to payments under this Deed, the Project or any machinery, equipment or other property installed or brought by the Purchasers thereon, all utility and other charges incurred in the operation, maintenance, use and occupancy of the Project and all assessments and charges lawfully made by any governmental body for public improvements to the Project and (b) shall not permit or allow to remain any mechanics' or other liens against the Project, including judgment liens, provided that the Purchasers may, after giving the Noteholder 10 days' notice of their intention to do so, at their own expense and in their own names or in the name of the Authority, contest in good faith any such tax, charge, assessment or lien, in which event they may permit such tax, charge or assessment to remain unpaid or such lien to remain unsatisfied and undischarged during the period of such contest and any appeal therefrom unless, in the opinion of the Noteholder, such action may result in the lien of the Deed of Trust on any part of the Project being subject to loss or forfeiture, in which event such tax, charge or assessment shall be promptly paid or such lien shall be promptly satisfied or secured by posting with the Noteholder or an appropriate court of record a bond in form and amount reasonably satisfactory to the Noteholder.

Section 4.3. Insurance. The Purchasers shall continuously maintain insurance against such risks as are customarily insured against by persons who own businesses of like size and character, paying as the same become due all premiums in respect thereto, including without limitation:

(a) Insurance to the extent of 90% of the replacement cost of the Building and the Equipment against loss or damage by fire and lightning, with broad form extended coverage including damage by windstorm, explosion, aircraft, smoke, sprinkler leakage, vandalism, malicious mischief and such other risks as are normally included within such coverage (limited only as may be provided in the standard form for such coverage at the time in use in Virginia).

(b) Insurance in the amount of the full replacement cost of the Building and the Equipment as may be available from the United States of America or a governmental agency against loss or damage from the risks and hazards of war, but only in time of war or public emergency and only if such insurance is generally carried by owners of similar facilities in Virginia.

(c) Loss of rents insurance to the extent necessary to insure payments under this Deed in the event of damage to or destruction of the Project for a period of one year next succeeding such damage or destruction.

(d) Insurance to the extent of \$1,000,000 per occurrence against liability for bodily injury, including death resulting therefrom, and to the extent of \$1,000,000 per occurrence against liability for damage to property, including loss of use thereof, arising out of the ownership, maintenance or use of the Project.

(e) Workers' compensation insurance with respect to all employees of the Purchasers in Virginia, unless the Purchasers qualify as self-insurers under the laws of Virginia.

Any determination of replacement cost required by this section shall be made by a recognized appraiser or insurer acceptable to the Noteholder.

Section 4.4. Additional Provisions Respecting Insurance. All such insurance shall be taken out and maintained with generally recognized responsible insurance companies qualified to do business in Virginia selected by the Purchasers and acceptable to the Noteholder and may be written with deductible amounts comparable to those on similar policies carried by other owners of businesses of like size and character. The policies required by Sections 4.3(a), (b) and (c) shall contain standard clauses naming the Noteholder as mortgagee and requiring that all Net Proceeds resulting from any

claim shall be paid to the Noteholder. If the Net Proceeds payable under any one claim shall not exceed \$25,000 and no event has occurred or exists that constitutes or that, by notice or lapse of time, or both, would constitute an Event of Default under this Deed, any Net Proceeds payable to the Noteholder shall be paid to the Purchasers. The policy required by Section 4.3(d) shall name the Authority as an additional insured. Unless a policy with such an undertaking is unavailable or is available only at a cost which the Purchasers, with the approval of the Noteholder, determine to be unreasonable, each such policy shall contain an undertaking by the insurer that such policy shall not be modified adversely to the interests of the Authority or the Noteholder or cancelled without at least 30 days' prior notice to the Noteholder.

All such policies shall be deposited with the Noteholder, provided that in lieu of such policies there may be deposited with the Noteholder a certificate or certificates of the respective insurers attesting the fact that the insurance required by Section 4.3 is in force and effect. Prior to the expiration of any such policy, the Purchasers shall furnish the Noteholder evidence satisfactory to the latter that the policy has been renewed or replaced or is no longer required by this Deed. The Purchasers shall furnish to the Noteholder prior to the issuance of the Note and annually thereafter a certificate of a person selected by the Purchasers and knowledgeable in the insurance business who is not a relative or business associate of the Purchasers reciting that all policies required to be in effect at that time are in full force and effect and that the amounts and types of insurance evidenced thereby comply with and satisfy all the requirements of Section 4.3 and this section.

In lieu of separate policies the Purchasers may maintain blanket or umbrella policies if such policies provide the same coverage required by Section 4.3 with protection against each risk not reducible by claims for other risks to amounts less than that specified in Section 4.3 and the Purchasers deposit with the Noteholder a certificate or certificates of the respective insurers evidencing such coverage and stating, as required, the amount of coverage with respect to the Project or any part thereof.

To the extent losses for any damage to the Project, however caused, are paid from the Net Proceeds of any insurance required by this Deed, no claim shall be made and no suit shall be brought against the Purchasers by the Authority, the

Noteholder or anyone else claiming by, through or under either of them.

Section 4.5. Purchasers To Furnish Proof of Payment of Taxes, etc. The Purchasers shall upon request furnish the Authority or the Noteholder proof of payment of any taxes, governmental charges, utility charges, insurance premiums or other charges required to be paid by the Purchasers under this Deed.

Section 4.6. Advances by Authority or Noteholder. If the Purchasers shall fail to make any payment or perform any act required of him hereunder, the Authority or the Noteholder, without prior notice to or demand upon the Purchasers and without releasing any obligation or waiving any default, may (but shall be under no obligation to) make such payment or perform such act. All amounts so paid by the Authority or the Noteholder and all costs, fees and expenses so incurred shall be payable by the Purchasers as an additional obligation under this Deed, together with interest thereon at the Prime Rate, as defined in the Note, until paid.

ARTICLE V

Special Covenants

Section 5.1. Rights of Access; Inspection of Project and Books. The Authority and its duly authorized agents shall have such rights of access to the Project as may be reasonably necessary to complete the acquisition, construction and equipping provided for in Section 2.1. The Noteholder, the Authority and their duly authorized agents shall have the right at all reasonable times to enter upon and inspect any part of the Project and to examine, inspect and make copies of the books, records and accounts of the Purchasers insofar as they relate to the Project.

Section 5.2. Financial Records and Statements. The Purchasers shall maintain proper books of record and account, in which full and correct entries shall be made in accordance with generally accepted accounting principles, of all their business and affairs. At the end of each calendar year and upon request by the Noteholder, the Purchasers shall furnish the Noteholder their personal unaudited financial statements in form generally acceptable to commercial banking institutions in Virginia.

Section 5.3. Indemnification by Purchasers. The Purchasers shall indemnify and save harmless the Authority and the Noteholder and their respective officers, directors, employees and agents, the Trustees and any person who "controls" the Noteholder within the meaning of Section 15 of the Securities Act of 1933, as amended, or Section 20(a) of the Securities Exchange Act of 1934, as amended (Indemnified Parties), from and against all liabilities, obligations, claims, damages, penalties, fines, losses, costs and expenses (Damages), including without limitation:

(a) all amounts paid in settlement of any litigation commenced or threatened against any Indemnified Party if such settlement is effected with the written consent of the Purchasers,

(b) all expenses reasonably incurred in the investigation of, preparation for or defense of any litigation, proceeding or investigation of any nature whatsoever, commenced or threatened against the Purchasers, the Project or any Indemnified Party,

(c) any judgments, penalties, fines, damages, assessments, indemnities or contributions, and

(d) the reasonable fees of attorneys, auditors, and consultants;

provided that the Damages arise out of:

(1) failure by the Purchasers to comply with the terms of the Financing Instruments and any agreements, covenants, obligations, or prohibitions set forth therein,

(2) any action, suit, claim or demand contesting or affecting the title of the Project,

(3) any breach of any representation or warranty set forth in the Financing Instruments or any certificate delivered pursuant thereto,

(4) any action, suit, claim, proceeding or investigation of a judicial, legislative, administrative or regulatory nature arising from or in connection with the acquisition, expansion, ownership, operation, occupation or use of the Project,

including without limitation any action to recover damages for injury to person or property,

(5) any suit, action, administrative proceeding, enforcement action, or governmental or private action of any kind whatsoever commenced against the Purchasers, the Project or any Indemnified Party which might adversely affect the validity or enforceability of the Note, the Financing Instruments, or the performance by the Purchasers or any Indemnified Party of any of their respective obligations thereunder, or

(6) any untrue statement or alleged untrue statement of a material fact made by the Purchasers and contained in any Financing Instrument or in any information submitted by the Purchasers to the Authority or to the Noteholder in connection with the issuance and purchase of the Note, or any omission or alleged omission of any material fact necessary to be stated therein in order to make the statements therein not misleading or incomplete.

If any action, suit or proceeding is brought against any Indemnified Party for Damages for which the Purchasers are required to provide indemnification under this section, the Purchasers, upon request, shall at their own expense resist and defend such action, suit or proceeding, or cause the same to be resisted and defended by counsel designated by the Purchasers and approved by such Indemnified Party, which approval shall not be unreasonably withheld, provided that such approval shall not be required in the case of defense by counsel designated by any insurance company undertaking such defense pursuant to any applicable policy of insurance. Each Indemnified Party shall have the right to employ separate counsel in any such action, suit or proceeding and to participate in the defense thereof, but the fees and expenses of such counsel will be at the expense of such Indemnified Party unless the employment of such counsel has been specifically authorized by the Purchasers. The Purchasers shall not be liable for any settlement of any such action, suit or proceeding made without their consent, but if settled with the consent of the Purchasers or if there be a final judgment for the plaintiff in any such action, the Purchasers shall indemnify and hold harmless the Indemnified Parties from and against any Damages by reason of such settlement or judgment. The obligations of the Purchasers under this

section 5.3 shall survive Payment of the Note. Nothing contained herein shall require the Purchasers to indemnify any Indemnified Party for any Damages resulting from the gross negligence or willful, wrongful acts of such Indemnified Party.

Section 5.4. Use of Proceeds; Other Matters with Respect to the Project and Note. (a) Neither the Authority nor the Purchasers shall cause any proceeds of the Note to be expended except pursuant to the Note Purchase Agreement. The Purchasers shall not (1) approve, or permit to be approved on his behalf, any payment out of proceeds of the Note (A) if, as a result of such payment, less than substantially all of the proceeds of the Note expended at that time would be considered as having been used for the acquisition, construction, reconstruction or improvement of land or property of a character subject to the allowance for depreciation within the meaning of Section 103(b)(6)(A) of the Code, (B) (if the Bill is enacted substantially as reported on March 6, 1984) if such payment is to be used to acquire any property (or an interest therein) unless the first use of such property is pursuant to such acquisition; provided that this subsection (B) shall not apply with respect to any building (and the equipment therefor) if the "rehabilitation expenditures" with respect to such building (as defined in Section 724(b) of the Bill) equal or exceed 15% of the cost of acquiring such building (and such equipment), or (C) (if the Bill is enacted substantially as reported on March 6, 1984), notwithstanding anything in the Note Purchase Agreement to the contrary, if, as a result of such payment, 25% or more of such proceeds would be deemed to have been used, directly or indirectly, for the acquisition of land (or an interest therein), (2) take or omit, or permit to be taken or omitted, any other action with respect to the use of such proceeds the taking or omission of which would result in the loss of the exemption of interest on the Note from Federal income taxation under Section 103(b)(6) of the Code, (3) change the character or extent of the present uses of the Project or any part thereof if such change would result in loss of such exemption, or, (4) take or omit, or permit to be taken or omitted, any other action the taking or omission of which would cause the loss of such exemption. Without limiting the generality of the foregoing, the Authority and the Purchasers shall not (1) use the proceeds of the Note, or permit such proceeds to be used, to provide (i) (if the Bill is enacted substantially as reported on March 6, 1984) any airplane, skybox or other private luxury box, or to acquire land (or an interest therein) to be used for farming purposes, or (ii) facilities to be used in any part for any private or commercial golf course, country club, massage parlor, tennis club,

skating facility (including roller skating, skateboard and ice skating), racquet sports facility (including any hand ball or racquet ball court), hot tub facility, sun tan facility, or race track, or (if the Bill is enacted substantially as reported on March 6, 1984, gambling or any store the principal business of which is the sale of alcoholic beverages for consumption off premises, (2) use more than 25% of such proceeds, or permit more than 25% of such proceeds to be used to provide facilities the primary purpose of which is (i) retail food or beverage services, automobile sales or service or the provision of recreation or entertainment, or (ii) any bank, savings and loan institution or mortgage loan company, or (3) use 5% or more of the proceeds of the Note, or permit 5% or more of such proceeds to be used, to provide residential real property for family units. The Purchasers shall not use, or permit the use of, the Project as a facility used primarily for single or multi-family residences. If the Bill is enacted substantially as reported on March 6, 1984, the Purchasers shall not use, or permit the use of, the Project by any person (other than the Purchasers) to whom any part of the face amount of the Note would be allocated pursuant to Section 723 of the Bill.

(b) The Purchasers shall not make any change in the Project which would, at the time made, cause the "average reasonably expected economic life" of the components of the Project, determined pursuant to Section 103(b)(14) of the Code, to be less than the "average reasonably expected economic life" of such components set forth in the certificates or letters of representation of the Purchasers delivered at the Closing, unless the Purchasers shall file with the Noteholder an opinion of counsel satisfactory to the Noteholder and experienced in matters relating to exemption from Federal income taxation of interest on municipal bonds that such change will not impair the exemption of interest on the Note from Federal income taxation under Section 103(b)(6) of the Code.

(c) Neither the Purchasers nor the Authority shall (1) take any action that will cause the Note to be an "arbitrage bond" within the meaning of Section 103(c) of the Code or (2) barring unforeseen circumstances, approve the use of proceeds of the Note otherwise than in accordance with the Authority's "non-arbitrage" certificate given immediately prior to the issuance of the Note.

Section 5.5. Certificate as to No Default. The Purchasers shall deliver to the Noteholder within 90 days after the end of each calendar year a certificate signed by them

stating that during such calendar year and as of the date of such certificate no event or condition has occurred or existed, or is occurring or existing, that constitutes, or that, with notice or lapse of time or both, would constitute, an Event of Default, or if such an event or condition has occurred or existed, or is occurring or existing, specifying the nature and period of such event or condition and what action the Purchasers have taken, is taking or propose to take with respect thereto. The Purchasers shall promptly notify the Noteholder if the Purchasers become aware of any event or condition described in the preceding sentence.

Section 5.6. Restrictions on Sale, Mortgage or Assignment. Except for the mortgage provided in the Deed of Trust and transactions resulting in the creation of Permitted Encumbrances, neither the Authority nor the Purchasers shall sell, mortgage, assign, transfer or convey the Project or any of its interest hereunder without the consent of the Noteholder. Nothing contained in this section shall prevent the consolidation of the Authority with, or the merger of the Authority into, any public corporation whose property and income are not subject to taxation and which has corporate authority to carry on the business of owning and selling the Project, provided that any surviving, resulting or transferee corporation shall agree in writing to assume the liability of the Authority to pay the principal of and interest on the Note as the same become due and to observe and perform all covenants, conditions and agreements of the Authority hereunder and under the Financing Instruments.

Section 5.7. Reference to Note Ineffective after Note Paid. Upon Payment of the Note and payment of all fees and charges of the Trustees, all references in this Deed to the Note and the Trustees shall be ineffective, and the Authority, the Trustees and the Noteholder shall thereafter have no rights hereunder, except as provided in Sections 3.1, 5.3 and 8.3.

Section 5.8. Granting of Easements and Release of Land. The Purchasers, with the consent of and upon terms and conditions acceptable to the Noteholder, may grant such easements, licenses, rights-of-way (including the dedication of public highways) and other rights or privileges in the nature of easements with respect to real estate constituting part of the Land, free from the lien of the Deed of Trust, or release existing easements, licenses, rights-of-way and other rights or privileges, with or without consideration, or release any part of the Land which is not then being used for the Project.

Thereupon the Noteholder shall promptly execute and deliver and cause and direct the Trustees to execute and deliver any instrument necessary to release the same from the lien of the Deed of Trust.

Section 5.9. Notice of Suits. The Purchasers shall notify the Noteholder as soon as they have knowledge of any actions, suits or proceedings at law, in equity or before or by any governmental authority, pending, or to their knowledge threatened, affecting the security for the Note, or involving the validity or enforceability of the Financing Instruments.

Section 5.10. Recording and Filing. The Purchasers shall cause the recording of the Deed of Trust and this Deed and all amendments thereto in the office of the Clerk of the Circuit Court of Henry County, Virginia (the Clerk's Office). The Purchasers shall cause the rerecording of the Deed of Trust and this Deed whenever necessary to preserve the lien created thereby. The Purchasers shall also execute and cause the filing in the Clerk's Office and the office of the State Corporation Commission of Virginia of a financing statement with respect to the Equipment showing the Noteholder as the secured party and meeting the requirements of the Uniform Commercial Code of Virginia, with the financing statement filed in the Clerk's Office containing a request pursuant to Section 8.9-403(4) of the Uniform Commercial Code of Virginia that such financing statement be indexed against the Purchasers as the record owners of real estate and that the index of financing statements indicate that the financing statement affects real estate. The Purchasers shall likewise execute and file a financing statement with respect to leases of any part of the Project. Financing or continuation statements shall be filed or refiled whenever necessary to preserve the perfection of the security interest created by this Deed. Within 60 days after completion of the Project, and not more than six months before each fifth anniversary of the date on which a financing statement was filed in connection with the issuance of the Note, the Purchasers shall deliver or cause to be delivered to the Noteholder an opinion of counsel addressed to the Noteholder, and in form acceptable to the Noteholder, stating that no further recording, filing or refiling of any instrument is necessary during the five year period immediately succeeding such fifth anniversary date in order to comply with this section or if such recording, filing or refiling is necessary, setting forth the requirements with respect thereto.

Section 5.11. Assignment of Leases. (a) As security for its obligations assumed hereunder, the Purchasers hereby grant, transfer and assign to the Noteholder, and grant to the Noteholder a security interest in, (1) all of the Purchasers' right, title and interest (but none of the Purchasers' obligations) in all leases now existing, or that may hereafter come into existence, with respect to the Project, together with any and all extensions and renewals thereof, and (2) all of the rents and other payments due and to become due thereunder, including any award made to the Purchasers in any court proceeding involving any tenant under any lease in bankruptcy, insolvency or reorganization proceedings in any state or Federal court, and any and all payments made by any tenant under any lease in lieu of rent. The Purchasers hereby appoint the Noteholder or its assignee as the Purchasers' irrevocable attorney in fact to appear in any action and/or to collect any such award or payment. The form and content of all leases shall be subject to the approval of the Noteholder. The Purchasers agrees to deliver all leases to the Noteholder, when and as executed, and to take whatever steps are necessary to perfect and maintain the Noteholder's security interest in the leases, paying all recording, filing or other fees or expenses in connection with such perfection. Such leases shall not, however, relieve the Purchasers from primary liability for any of their obligations hereunder.

(b) The foregoing assignment is executed as collateral security, and the provisions therefor hereunder shall not in any way impair or diminish any obligation of the Purchasers hereunder, nor shall any of such obligations be imposed on the Authority or the Noteholder. Upon payment of the Note and of all other sums required to be paid under the Deed of Trust and this Deed and the performance and observance of the provisions thereof, this assignment of leases shall cease and terminate and all of the right, title, interest, claim and demand of the Noteholder in such leases shall revert to the Purchasers or to such other person as may be legally entitled thereto, and the Noteholder shall at the request of the Purchasers or any such person deliver to the Purchasers or any such person an instrument, in recordable form if requested, cancelling and discharging such assignment.

(c) The foregoing assignment is a conditional assignment, and so long as no Event of Default has occurred and is continuing the Purchasers shall have the right to collect all rentals, income and profits from the Project and to retain, use and enjoy the same. If any part of the Project is released

pursuant to Section 5.8, this assignment shall not apply to leases of such part.

(d) The Purchasers represent and warrant that they have full right to assign such leases and the rents and other payments due and to become due thereunder, that the terms of the leases have not been changed from the terms in the copies submitted to the Noteholder for approval, that no other assignment of any interest therein has been made, that there are no existing defaults under the provisions thereof, and that the Purchasers will not hereafter cancel, surrender or terminate any leases, exercise any option that might lead to such termination or change, alter or modify them or consent to the release of any party liable thereunder or to the assignment of any tenant's interest in them without the prior consent of the Noteholder.

(e) The Purchasers agree that the assignment made in this section is irrevocable and that the Purchasers will not, while such assignment is in effect, take any action which is inconsistent with such assignment, or make or suffer to be made any other assignment, designation or direction of the subject matter of the assignment made in this section, and that any such assignment shall be void. The Purchasers will from time to time, upon request of the Noteholder, execute all instruments of further assurance as the Noteholder may request.

Section 5.12. Relief from Certain Covenants. The Purchasers shall not be required to comply with any covenant herein which is conditioned upon enactment of the Bill into law substantially as reported on March 6, 1984, if in the opinion of counsel satisfactory to the Noteholder and experienced in matters relating to exemption from Federal income taxation of interest on municipal bonds, the failure of the Purchasers to comply with such covenant will not impair the exemption of interest on the Note from Federal income taxation under Section 103(b) of the Code.

ARTICLE VI

Damage, Destruction, Condemnation and Loss of Title

Section 6.1. Parties To Give Notice. In case of any material damage to or destruction of any part of the Project, the Purchasers shall give prompt notice thereof to the Noteholder. In case of a taking of all or any part of the Project or any right therein under the exercise of the power of eminent domain or any loss thereof because of failure of title thereto or the commencement of any proceedings or negotiations which might result in such a taking or loss, the Purchasers shall give prompt notice to the Noteholder. Each such notice shall describe generally the nature and extent of such damage, destruction, taking, loss, proceedings or negotiations.

Section 6.2. Damage, Destruction, Condemnation and Loss of Title. If before Payment of the Note any part of the Building or the Equipment is damaged or destroyed by fire or other casualty, condemned or lost because of failure of title, the Purchasers or the Noteholder shall cause the Net Proceeds received by them on account of any such damage, destruction, condemnation or loss of title to be applied, at the option of the Noteholder, to the prepayment of the Note or to payment of the cost of the replacement, repair, rebuilding or restoration, either on completion thereof or as the work progresses, of the Project to substantially its same condition as prior to such damage, destruction, condemnation or loss of title, with such alterations and additions as the Purchasers may determine and as will not impair the capacity or character of the Project for the purpose for which it is then being used or is intended to be used. In the event of any such damage, destruction or loss of title, the Noteholder may (but shall be under no obligation to) make proof of loss to any insurance company if not promptly made by the Purchasers.

The Noteholder may require, as conditions to application of such Net Proceeds to replacement, repair, rebuilding or restoration, that (a) the Purchasers shall supply the Noteholder with a certificate from an architect or engineer selected by the Purchasers and acceptable to the Noteholder stating the estimated cost of such work and (b) such estimated cost shall not exceed the sum of such Net Proceeds and other funds provided or to be provided by the Purchasers to the Noteholder for such purpose.

The Net Proceeds and any funds provided by the Purchasers shall be delivered to and held by the Noteholder in a special escrow account and disbursed from time to time as provided herein. The reasonable expenses or charges of such architect or engineer and the costs of replacement, repair, rebuilding or restoration of the Project shall be paid out of the escrowed funds. The Noteholder may withhold from each amount disbursed 10% thereof until all of such work is completed and proof has been furnished to the Noteholder that no lien or liability has attached or will attach to the Project in connection with such work and that the Project is otherwise free and clear of security interests of every kind except Permitted Encumbrances. The Noteholder may as a condition precedent to any disbursement require the Purchasers to submit for approval by the Noteholder complete and detailed plans and specifications for such work together with evidence that such work may be accomplished at a cost not greater than the escrowed funds available, or that the necessary funds are otherwise available to the Purchasers.

If Net Proceeds applied to replacement, repair, rebuilding or restoration shall not be sufficient to pay in full such cost, the Purchasers shall provide or make arrangements satisfactory to the Noteholder to provide to the Noteholder funds sufficient to pay so much of the cost thereof as may be in excess of such Net Proceeds, if any, applied to such purpose. The Purchasers will not by reason of the payment of such excess cost be entitled to any interest in the Project other than under this Deed or to any reimbursement from the Authority or the Noteholder or to any postponement or diminution of the payments required under this Deed.

Any balance of such escrowed funds remaining after payment of the cost of replacement, repair, rebuilding or restoration shall be paid to the Noteholder as a prepayment on the Note, provided that after Payment of the Note all such escrowed funds shall be paid to the Purchasers.

The Authority and the Purchasers hereby irrevocably assign, transfer and set over to the Noteholder all of their rights to any Net Proceeds from the taking of all or any part of the Project under the exercise of the power of eminent domain or the loss thereof because of failure of title, including Net Proceeds of title insurance. Nothing in this section shall be construed to limit the remedies of the Noteholder hereunder and under the Note Purchase Agreement in the event that any damage or loss of title to or destruction or condemnation of the Project shall constitute an Event of Default under the Note Purchase Agreement.

ARTICLE VII

Events of Default and Remedies

Section 7.1. Event of Default Defined. Each of the following shall be an Event of Default:

- (a) Failure of the Purchasers to make any payment under Section 3.1 when the same becomes due and payable.
- (b) Failure of the Purchasers to observe or perform any of their other covenants conditions or agreements hereunder for a period of 30 days after notice (unless the Purchasers and the Noteholder shall agree in writing to an extension of such time prior to its expiration) specifying such failure and requesting that it be remedied, given by the Authority or the Noteholder to the Purchasers, or in the case of any such default that cannot with due diligence be cured within such 30 day period, failure of the Purchasers to proceed promptly to cure the same and thereafter prosecute the curing of the same with due diligence.
- (c) Abandonment of the Project by the Purchasers for a period of 30 days.
- (d) (1) Failure of either Purchaser to pay generally their debts as they become due, (2) commencement by either Purchaser of a voluntary case under the Federal bankruptcy laws, as now or hereafter constituted, or any other applicable Federal or state bankruptcy, insolvency or other similar law, (3) consent by either Purchaser or failure of either Purchaser to object to the appointment of a receiver, liquidator, assignee, trustee, custodian, sequestrator or other similar official for either Purchaser or any substantial part of such Purchaser's property, or to the taking possession by any such official of any substantial part of the property of such Purchaser, (4) making by either Purchaser of any assignment for the benefit of creditors, or (5) taking of any action by either Purchaser in furtherance of any of the foregoing.
- (e) The entry of any (1) decree or order for relief by a court having jurisdiction over either Purchaser or such Purchaser's property in an involuntary case under the Federal bankruptcy laws, as now or hereafter constituted, or any other applicable Federal or state bankruptcy, insolvency or other similar law, or (2) appointment of a receiver, liquidator, assignee, trustee, custodian, sequestrator or similar

official for either Purchaser or any substantial part of such Purchaser's property.

(f) Failure of either Purchaser within 60 days after the commencement of any proceedings against him under the Federal bankruptcy laws or any other applicable Federal or state bankruptcy, insolvency or similar law, to have such proceedings dismissed or stayed.

(g) Determination that any warranty, representation or other statement by or on behalf of the Purchasers contained in any Financing Instrument or in any instrument furnished in connection with the issuance or sale of the Note was false or misleading in any material respect at the time it was made or delivered.

(h) An Event of Default under any other Financing Instrument.

(i) Failure of either Purchaser to make any payment due on any indebtedness or other security for borrowed money, or the occurrence of any event (other than the mere passage of time) or any condition in respect of any indebtedness or other security for borrowed money of either Purchaser or under any agreement securing or relating to such indebtedness or other security for borrowed money the effect of which is to cause (or permit any holder of such indebtedness or other security or a trustee to cause) such indebtedness or other security, or a portion thereof, to become due prior to its stated maturity or prior to its regularly scheduled dates of payment.

The provisions of the foregoing subsection (b) are subject to the limitation that if by reason of force majeure the Purchasers are unable in whole or in part to observe and perform any of his covenants, conditions or agreements hereunder, other than their obligations contained in Sections 3.1, 5.3, 5.4 and 8.2, the Purchaser shall not be deemed in default during the continuance of such inability. The term "force majeure" as used herein shall include without limitation acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders of any kind of the government of the United States of America or the Commonwealth of Virginia or any political subdivision thereof or any of their departments, agencies or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; tornadoes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil

disturbances; explosions; breakage or accident to machinery, transmission pipes or canals; partial or entire failure of utilities; or any other cause or event not reasonably within the control of the Purchasers. The Purchasers shall remedy with all reasonable dispatch the cause or causes preventing the Purchasers from carrying out their covenants, conditions and agreements, provided that the settlement of strikes, lockouts and other industrial disturbances shall be entirely within the discretion of the Purchasers, and the Purchasers shall not be required to make settlement of strikes, lockouts and other industrial disturbances by acceding to the demands of any opposing party when such course is in the judgment of the Purchasers not in their best interests.

Anything in this section to the contrary notwithstanding, the occurrence of an Event of Taxability shall not constitute an Event of Default.

Section 7.2. Remedies on Default. Upon the occurrence and continuation of an Event of Default, the Authority or the Noteholder may:

(a) Declare all payments hereunder to be immediately due and payable in an amount sufficient to pay all the principal of and accrued interest on the Note, whereupon the same shall become immediately due and payable; provided, however, that upon the occurrence of any Event of Default described in Section 7.1(d) or (e), all such payments shall become immediately due and payable in such amount without further action on the part of the Noteholder.

(b) Take whatever action at law or in equity may appear necessary or desirable to collect the amounts then due and thereafter to become due hereunder or to enforce observance or performance of any covenant, condition or agreement of the Purchaser under the Financing Instruments.

(c) Exercise any remedy afforded a secured party under the Uniform Commercial Code of Virginia, as then in effect, to the extent that property subject to this Deed is property subject to such Code.

Except as otherwise provided in subsection (a) of this section, the Authority or the Noteholder shall give notice to the Purchasers of the exercise of any of the rights or remedies under this section (1) in writing in the manner provided in Section 9.4 and (2) by telephone or telegram, provided that

failure to give such notice by telephone or telegram shall not affect the validity of the exercise of any right or remedy under this section.

Any balance of the moneys collected pursuant to action taken under this section remaining after payment of all costs and expenses of collection and amounts due hereunder shall be paid to the Noteholder, provided that after Payment of the Note any such balance shall be paid to the Purchasers.

Section 7.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the Authority or the Noteholder is intended to be exclusive of any other remedy, and every remedy shall be cumulative and in addition to every other remedy herein or now or hereafter existing at law, in equity or by statute. No delay or failure to exercise any right or power accruing upon an Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, and any such right or power may be exercised from time to time and as often as may be deemed expedient.

Section 7.4. Counsel Fees and Other Expenses. The Purchasers shall on demand pay to the Authority, the Noteholder and the Trustees the reasonable counsel fees and other reasonable expenses incurred by any of them in the collection of payments hereunder or the enforcement of any other obligation of the Purchasers upon an Event of Default.

Section 7.5. No Additional Waiver Implied by One Waiver. If either party or its assignee waives a default by the other party under any covenant, condition or agreement herein, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 7.6. Assembly of Equipment upon Default. Upon the occurrence and continuation of an Event of Default under this Deed or the Note, the Purchasers shall follow any directions given by the Noteholder to assemble items of Equipment.

ARTICLE VIII

Prepayment Provisions

Section 8.1. Prepayment. The Note is subject to mandatory prepayment in whole at the election of the Noteholder and to optional prepayment in whole or in part at the option of the Authority (at the direction of the Purchasers) according to its terms. Whenever the Noteholder shall elect to require or the Purchasers shall direct the Authority to make an optional prepayment of the Note, the Purchasers shall prepay their obligations under this Deed by making such prepayment of the Note for the account of the Authority and by making arrangements satisfactory to the Authority and the Noteholder for payment of their reasonable fees and expenses, if any; provided that such prepayment shall not be required if the Purchasers shall have elected to purchase or cause the purchase of the Note in accordance with Section 17 of the Note Purchase Agreement. Any such prepayment of the Note shall without more be deemed prepayment of the Purchasers' obligations hereunder in the same amount.

Section 8.2 Supplemental Interest. If the exemption of interest on the Note from Federal income taxation is lost because of the occurrence of an Event of Taxability, the Purchasers shall also, for the account of the Authority, make all payments of supplemental interest and other amounts required by the Note to be paid in such event, notwithstanding that Payment of the Note may then have been made.

Section 8.3 Effect of Prepayment. Prepayment of the Note in full shall discharge the Purchasers from their obligations under this Deed (other than obligations which survive Payment of the Note), but only if such prepayment shall constitute Payment of the Note.

ARTICLE IX

Miscellaneous

Section 9.1. Term of Purchasers' Obligations. This Deed shall be effective upon execution and delivery hereof. Subject to earlier satisfaction upon prepayment of all of the Purchasers' obligations hereunder pursuant to Section 8.1 and the making in full of all other Required Payments due and payable at the date of such prepayment, and subject to the provisions of Sections 3.1(b), 5.3 and 8.3, the Purchasers'

obligations hereunder shall be discharged at midnight on March 1, 1999, or if all Required Payments have not been made on such date, when all such Required Payments shall have been made.

Section 9.2. Assignment of Authority's Rights. The Authority hereby grants to the Noteholder the right to enforce, in its own name or in the name of the Authority, all rights of the Authority and all obligations of the Purchasers hereunder except for the Authority's rights to reimbursement of expenses under Section 3.1(b) and to indemnification under Section 5.3.

Section 9.3. Acceptance by Noteholder. No novation is intended by the execution hereof by the Purchasers and the acceptance hereof by the Noteholder, but by such acceptance the Noteholder, according to general principles of law, shall be entitled to enforce the obligations hereunder and under the Deed of Trust directly against the Purchasers.

Section 9.4. Notices, etc. All demands, notices, approvals, consents, requests, opinions and other communications hereunder shall be given in the manner provided in the Note Purchase Agreement.

Section 9.5. Amendments. This Deed shall not be amended before Payment of the Note without the consent of the Noteholder.

Section 9.6. Successors and Assigns. This Deed shall be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns. No assignment by the Purchasers shall relieve the Purchasers of their obligations hereunder.

Section 9.7. Severability. If any provision of this Deed shall be held invalid by any court of competent jurisdiction, such holding shall not invalidate any other provision hereof.

Section 9.8. Applicable Law. This Deed shall be governed by the applicable laws of Virginia.

Section 9.9. Counterparts. This Deed may be executed in several counterparts, each of which shall be an original, and all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Authority and the Purchasers
have caused this Deed to be executed in their respective names,
as of the date first above written.

INDUSTRIAL DEVELOPMENT AUTHORITY
OF HENRY COUNTY, VIRGINIA

By William R. Kennedy
Chairman

Jesse D. Cahill
Jesse D. Cahill

Christine A. Cahill
Christine A. Cahill

Accepted:

FIRST BASSETT BANK & TRUST,
as holder of the
Industrial Development Authority
of Henry County, Virginia
\$900,000 Industrial
Development Revenue Note
(Holiday Shopping Center), on
behalf of itself and its
successors and assigns

By J. G. Lapham
Vice President & Cashier

STATE OF VIRGINIA, at large,

County of Henry

The foregoing instrument was acknowledged before me in the County of Henry, Virginia, this 13th day of March, 1984, by William R. Kennedy, Chairman of the Industrial Development Authority of Henry County, Virginia, a political subdivision of the Commonwealth of Virginia, on behalf of the Authority.

1984. My commission expires the 19th day of October.

Jessie S. Martin
Notary Public

STATE OF VIRGINIA, at large

County of Henry

The foregoing instrument was acknowledged before me in the County of Henry, Virginia, this 13th day of March, 1984, by Jesse D. Cahill and Christine A. Cahill.

1987. My commission expires the 19th day of October.

Jessie S. Martin
Notary Public

VIRGINIA: In the Clerk's Office of the Circuit Court of Henry County, 3/13, 1984. This deed was this day received in said office and, upon the certificate of acknowledgment, the same was admitted to record, at 11:35 o'clock P.M., on the 13th day of March, 1984, tax imposed by Sec. 58-54 (b).

Tester R. P. Crouch Jr., Clerk.

Tax \$ 1132.20 Transfer Fee \$

INDUSTRIAL DEVELOPMENT AUTHORITY
OF HENRY COUNTY, VIRGINIA

FROM: DEED

835

CENTRAL ENTERPRISE, INC.,
A VIRGINIA CORPORATION,
ET ALS

OFFICE
OF THE
CLERK OF THE
COURT

THIS DEED, made this 13 day of March, 1984,
by and between Central Enterprise, Inc., a Virginia corporation,
and Charlie M. Finney and Lucye B. Finney, husband and wife, parties
of the first part, Industrial Development Authority of Henry
County, Virginia, party of the second part, and United Virginia
Bank, a Virginia banking institution, successor to The First
National Bank of Martinsville and Henry County, party of the
third part, and United Virginia Bank, a Virginia banking institu-
tion, successor to The First National Bank of Martinsville
and Henry County, Firmar & Company, a partnership, and Charles
B. Keesee Educational Fund, Inc., a Virginia corporation,
parties of the fourth part.

WITNESSETH: That for and in consideration
of the sum of Ten Dollars (\$10.00) cash in hand paid by the
party of the second part to the parties of the first part
hereto, and other good and valuable consideration, the receipt
of all of which is hereby acknowledged, the said parties of
the first part do hereby bargain, sell, grant and convey, with
general warranty and English Covenants of Title unto the said
party of the second part, all of that certain tract or parcel

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ANN, GREGORY &
YOUNG
WEST CHURCH ST.
MARTINSVILLE, VA.

BOOK 375 PAGE 378

of real property, together with improvements thereon and appurtenances thereunto appertaining, situated on the East side of U. S. Route 220 (Business), Martinsville Magisterial District, Henry County, Virginia, as shown on Plat of Survey for Jesse D. Cahill, said plat prepared by Lawrence W. Cockram, L.L.S., dated February 23, 1984, to be recorded contemporaneously herewith in the Clerk's Office of the Circuit Court of Henry County, Virginia, and containing 8.103 acres, plus or minus, according to the aforesaid plat of survey, to which specific reference is hereby made for a more particular description of the subject property; and

BEING a portion of the property acquired by Central Enterprise, Inc., by Deed dated August 28, 1975, from Charlie M. Finney, et ux, of record in the aforesaid Clerk's Office in Deed Book 262, page 96, and a portion of the property acquired by Charlie M. Finney by Deed dated June 2, 1969, of record in the aforesaid Clerk's Office in Deed Book 217, page 888.

The party of the third part joins in the execution hereof for the purpose of indicating its written approval of the conveyance of the subject property by the parties of the first part to the party of the second part, pursuant to the terms and conditions of paragraph 7 of an Agreement dated September 1, 1982, among Central Enterprise, Inc., et als, of record in the aforesaid Clerk's Office in Deed Book 353, page 32.

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YOUNG
WEST CHURCH ST.
MARTINSVILLE, VA.

The parties of the fourth part certify that they are the holders of the Notes evidencing the indebtednesses described hereinafter, which indebtednesses are secured by the deeds of trust conveying all or a portion of the above-described property, also described hereinafter, and do further certify that said indebtednesses have been paid in full and the liens of the following deeds of trust are therefore RELEASED and SATISFIED:

1. Deed of Trust from Charlie M. Finney, et ux, to Trustees for Firmar and Company, dated December 5, 1973, of record in the Henry County Circuit Court Clerk's Office in Trust Deed Book 150, page 398, securing the repayment of a Note dated even date therewith in the original principal sum of Four Hundred Thousand Dollars (\$400,000.00).

2. Deed of Trust from Charlie M. Finney, et ux, to Trustees for The First National Bank of Martinsville and Henry County, dated September 8, 1980, of record in the Henry County Circuit Court Clerk's Office in Deed Book 325, page 520, securing the repayment of a Note dated even date therewith in the original principal sum of Five Hundred Thousand Dollars (\$500,000.00).

3. Deed of Trust from Central Enterprise, Inc., to Trustees for Charles B. Keesee Educational Fund, Inc., dated January 30, 1978, of record in the Henry County Circuit Court Clerk's Office in Deed Book 282, page 468, securing the

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N. GREGORY &
YOUNG
WEST CHURCH ST.
MARTINSVILLE, VA.

repayment of a Note dated even date therewith in the original principal sum of One Hundred Thousand Dollars (\$100,000.00).

WITNESS the following signatures and seals the day and year first above written:

CENTRAL ENTERPRISE; INC.

By

Charlie M. Finney

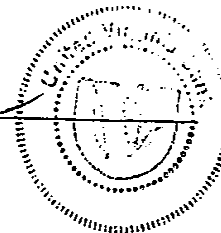
Charlie M. Finney (SEAL)
Charlie M. Finney

Lucy B. Finney (SEAL)
Lucy B. Finney

UNITED VIRGINIA BANK, Successor to
The First National Bank of Martinsville
and Henry County

By

J. Jones



ATTEST:

[Signature]

ASST. SECY.

FIRMAR AND COMPANY

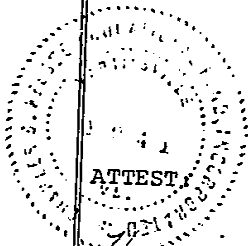
By

Frank D. Feltus
Partner

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CHARLES B. KEESEE EDUCATIONAL FUND, INC.

By Charles B. Keesee



ATTEST

Jennie W. Lewis

STATE OF VIRGINIA, AT LARGE,
CITY/COUNTY OF Martinsville, TO-WIT:

I, Jennie J. Martin, a Notary
Public for the City/County and State aforesaid, hereby certify that
Charlie M. Finney, whose name is signed as
President of Central Enterprise, Inc., to the foregoing
instrument bearing date of March 13, 1984, has acknowledged
the same before me.

Given under my hand this 13th day of
March, 1984.

My commission expires: October 19, 1987

Jennie J. Martin
Notary Public

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YOUNG, HASKINS,
ANN, GREGORY &
YOUNG
60 WEST CHURCH ST.
MARTINSVILLE, VA.

STATE OF VIRGINIA, AT LARGE,
CITY/COUNTY OF Martinsville, TO-WIT:

I, Jennie J. Martin, a Notary
Public for the City/County and State aforesaid, hereby certify

that Charlie M. Finney and Lucye B. Finney, husband and wife,
whose names are signed to the foregoing instrument bearing date
of March 13, 1984, have acknowledged the same before me.

Given under my hand this 13th day of
March, 1984.

My commission expires: October 19, 1987

Jennie J. Martin
Notary Public

STATE OF VIRGINIA, AT LARGE,
CITY/COUNTY OF Martinsville, TO-WIT:

I, Jennie J. Martin, a Notary
Public for the City/County and State aforesaid, hereby certify
that J. L. Jones and C. C. Crumshaw
Vice-President and Asst. Secretary, respectively, of United Virginia
Bank, Successor to The First National Bank of Martinsville and
Henry County, whose names are signed to the foregoing instrument
bearing date of March 13, 1984, have acknowledged the same
before me.

Given under my hand this 12th day of
March, 1984.

My commission expires: October 19, 1987

Jennie J. Martin
Notary Public

BOOK 375 PAGE 383

LAW OFFICES
YOUNG, HASKINS,
JANN, GREGORY &
YOUNG
600 WEST CHURCH ST.
MARTINSVILLE, VA.

STATE OF VIRGINIA, AT LARGE,
CITY/COUNTY OF Martinsville, TO-WIT:

I, Jennie J. Martin, a Notary
Public for the City/County and State aforesaid, hereby certify
that Frank A. Fulton Parton, whose name is signed to the
foregoing instrument bearing date of March 12, 1984, as
Parton of Firmar and Company, has acknowledged the
same before me.

Given under my hand this 12th day of
March, 1984.

My commission expires: October 19, 1987

Jennie J. Martin
Notary Public

STATE OF VIRGINIA, AT LARGE,
CITY/COUNTY OF Martinsville, TO-WIT:

I, Jennie J. Martin, a Notary
Public for the City/County and State aforesaid, hereby certify
that R. L. Taylor and Therrie H. Lewis,
Vice-President and Secretary, respectively, of Charles B. Keesee
Educational Fund, Inc., whose names are signed to the foregoing
instrument bearing date of March 12, 1984, have acknowledged the
same before me.

AW OFFICES
YING, HASKINS,
N. GREGORY &
YOUNG
80 EAST CHURCH ST.
MARTINSVILLE, VA.

Given under my hand this 12TH day of
March, 1984.

My commission expires: October 19, 1987

June J. Martin
Notary Public

VIRGINIA: In the Clerk's Office of the Circuit Court of Henry
County, 3/13, 1984. This deed
was this day received, and the certificate of
acknowledgment made, at 7:55 o'clock PM,
by Sec. 58-54 (b). 7.00 tax imposed
Tester: R. P. Crouch, Jr. Clerk.
Tax \$ 0 Transfer fee \$ 1.00

LAW OFFICES
YOUNG, HASKINS,
ANN, GREGORY &
YOUNG
40 WEST CHURCH ST.
MARTINSVILLE, VA.

CENTRAL ENTERPRISE, INC.

FROM: DEED OF ASSUMPTION

3685

CHARLIE M. FINNEY

BOOK 262 PAGE 96

THIS DEED OF ASSUMPTION, made this 28th day of August, 1975, by and between CHARLIE M. FINNEY and LUCY B. FINNEY, his wife, parties of the first part, and CENTRAL ENTERPRISE, INC., a Virginia corporation, party of the second part;

WITNESSETH: That for and in consideration of the sum of TEN (\$10.00) DOLLARS, cash in hand paid by the party of the second part unto the parties of the first part, the receipt of all of which is hereby acknowledged, and in further consideration of the assumption by the party of the second part, evidenced by their joining in the execution of this instrument, of the payment of the remaining unpaid balances as of this date due and secured under three separate deeds of trust, more particularly described as follows: By deed of trust dated January 7, 1964, from the grantors herein, Tract No. 3-A containing 1.032 acres, was conveyed to Trustees to secure the payment of the principal sum of FIFTY FIVE THOUSAND (\$55,000.00) DOLLARS to Charles B. Keesee Educational Fund, Inc., of Martinsville, Virginia, which said deed of trust is of record in the Henry County Circuit Court Clerk's Office in Trust Deed Book 100, at Page 367; by deed of trust dated December 12, 1972, from the grantor herein, the hereinafter Tract #2 containing 1.159 acres, was conveyed to Trustees to secure the payment of the principal sum of FIFTY THOUSAND (\$50,000.00) DOLLARS to Firmar & Company, which said deed of trust is of record in the aforesaid Clerk's Office in Trust Deed Book 143, at Page 247; by deed of trust dated December 5, 1973, the grantor herein conveyed to Trustees three (3) certain lots or parcels of land, being Tract #3-B, containing 1.710 acres, 3-C, containing 3.324 acres, and 3-D, containing 1.970 acres,

to secure the payment of the principal sum of FOUR HUNDRED THOUSAND (\$400,000.00) DOLLARS to Firmar & Company, which said deed of trust is of record in the aforesaid Clerk's Office in Trust Deed Book 150, at Page 398, and which said deeds of trust are a lien on the hereinafter described and conveyed property; for all of which consideration the said parties of the first part do hereby bargain, sell, grant and convey unto the party of the second part, in fee simple, with general warranty of title, save for the aforementioned deed of trust, all of those five (5) certain tracts or parcels of land together with the improvements thereon situated, lying and being on the east side of U. S. 220 in the MARTINSVILLE DISTRICT of HENRY COUNTY, VIRGINIA, and which said five tracts or parcels of land are more particularly shown on a certain map entitled, "Map of Property for Finney & Blackard, situated in the Martinsville District of Henry County, Va.", prepared by J. A. Gustin & Associates, C.L.S., which was originally dated August 16, 1963, was revised February 4, 1970, and which said revised map is of record in the aforesaid Clerk's Office in Map Book 44, at Page 36, and which said tracts of land hereby conveyed are more particularly described as follows:

PARCEL NO. 1 - being Tract #2 and containing 1.159 acres, which said property is all that same property acquired by the grantor herein by deed of assumption dated September 1, 1964, from State Supply, Inc., a Virginia corporation, which said deed of assumption is of record in the aforesaid Clerk's Office in Deed Book 188, at Page 721;

PARCEL NO. 2 - being Tract 3-A, containing 1.032 acres, more or less, and being all that same property acquired by the male grantor herein by deed dated July 21, 1966, from Quality Furniture Company of Henry County, a Virginia corporation, which said deed is of record in the aforesaid Clerk's Office in Deed Book 199, at Page 900;

JOHN J. HARTLEY
ATTORNEY AT LAW
MARTINSVILLE, VIRGINIA

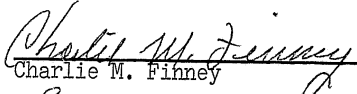
PARCEL NO. 3 - being Tract 3-B, containing 1.70 acres and being part of all of that same property acquired by the male grantor herein by deed from Finney & Blackard, Inc., a Virginia corporation, which said deed is dated October 29, 1963, and is of record in the aforesaid Clerk's Office in Deed Book 184, at Page 69;

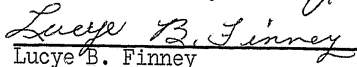
PARCEL NO. 4 - being tract 3-C, containing 3.324 acres, and being part of all of that same property acquired by the male grantor herein by deed from Finney & Blackard, Inc., a Virginia corporation, which said deed is dated October 29, 1963, and is of record in the aforesaid Clerk's Office in Deed Book 184, at Page 69;

PARCEL NO. 5 - being Tract 3-D, containing 1.970 acres, and being part of all of that same property acquired by the male grantor herein by deed from Finney & Blackard, Inc., a Virginia corporation, which said deed is dated October 29, 1963, and is of record in the aforesaid Clerk's Office in Deed Book 184, at Page 69;

Reference is hereby had to said deeds, deeds of trust and map for a more particular description of the property hereby conveyed.

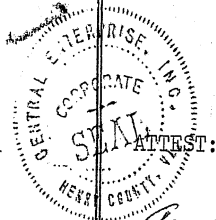
WITNESS the following signatures and seals, this the day and year first above written, and IN WITNESS WHEREOF, Central Enterprise, Inc., has caused its name to be signed hereto by Charlie M. Finney, its President, and its corporate seal affixed hereto by Anne G. Darnell, its Secretary, this the day and year first above written.


Charlie M. Finney (SEAL)


Lucye B. Finney (SEAL)

CENTRAL ENTERPRISE, INC.

By Charlie M. Finney
Charlie M. Finney - President



Anne G. Darnell
Anne G. Darnell, Secretary

STATE OF VIRGINIA

CITY OF MARTINSVILLE, TO-WIT:

I, Juanita C. Johnson, a Notary Public in and for the City and State aforesaid, do hereby certify that Charlie M. Finney and Lucye B. Finney, his wife, and Charlie M. Finney and Anne G. Darnell, President and Secretary, respectively, of Central Enterprise, Inc. have each personally appeared before me and acknowledged the same before me in my City and State aforesaid.

GIVEN under my hand this 2nd day of September, 1975.

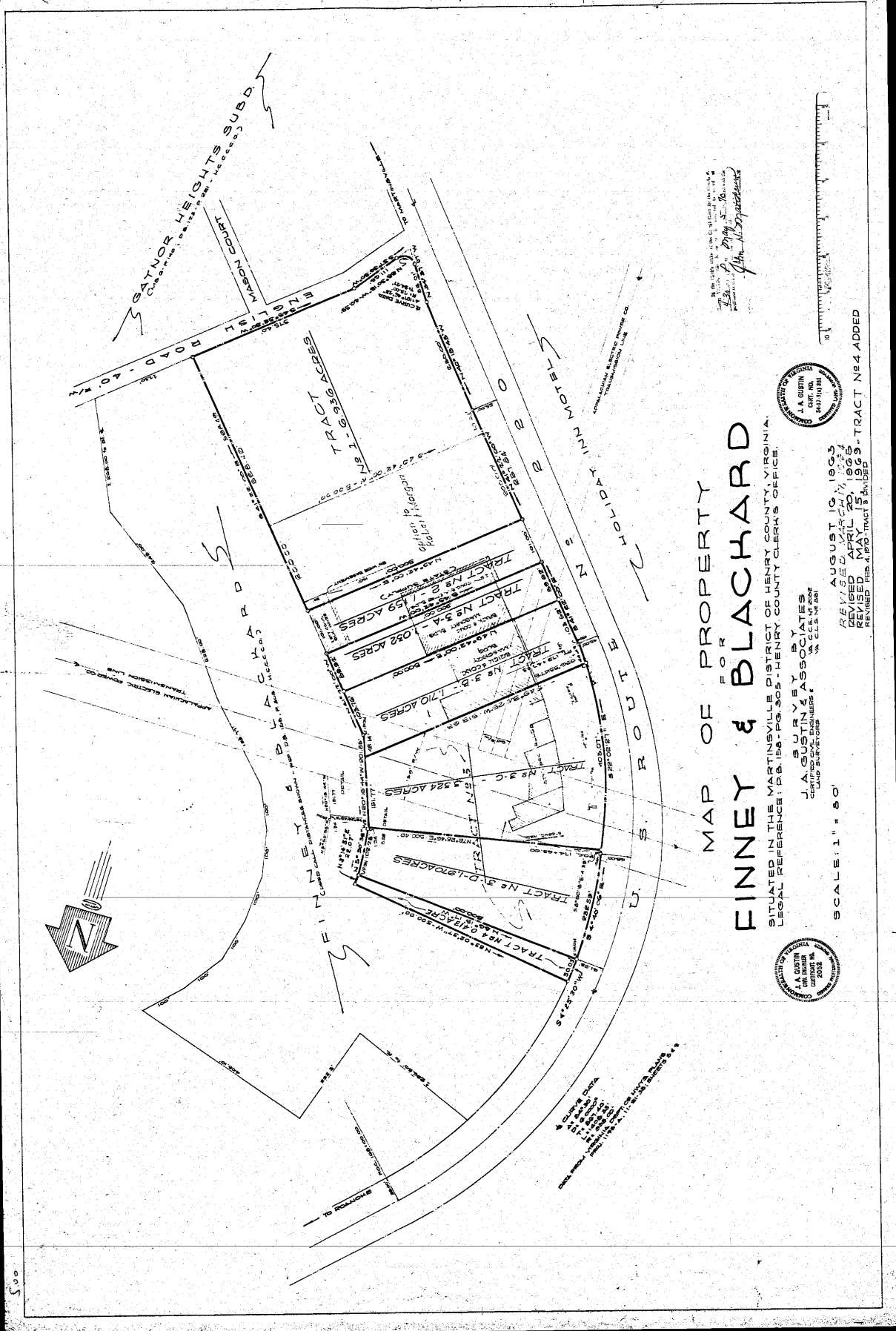
My Commission expires 4-23-76

Juanita C. Johnson
Notary Public

VIRGINIA: In the Clerk's Office of the Circuit Court of Henry County, 12-30, 1975. This deed was this day received in said office, and, upon the certificate of acknowledgment thereto annexed, admitted to record, at 3:40 o'clock P. M., after payment of \$ 78.50, tax imposed by Sec. 58-51 (2).
Test: John H. Matthews, Clerk.

Transfer Fee \$ 1.00

JOHN J. HARTLEY
ATTORNEY AT LAW
MARTINSVILLE, VIRGINIA



CHARLIE M. FINNEY

FROM: DEED #2063


WILLIAM A. MASON ET UX

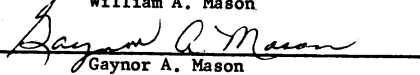
BOOK 217 PAGE 988

THIS DEED, made this 2nd day of June, 1969, by and between William A. Mason and Gaynor A. Mason, husband and wife, parties of the first part, and Charlie M. Finney, party of the second part.

WITNESSETH: That for and in consideration of the sum of One Dollar (\$1.00) cash in hand paid unto the parties of the first part by the party of the second part, at and before the sealing and delivery of this deed, and for other good and valuable consideration, the receipt of all of which is hereby acknowledged, the said parties of the first part do hereby bargain, sell, grant and convey unto the party of the second part, in fee simple with general warranty of title, all of that certain tract or parcel of land, situated on the northeast side of U. S. Route 220, in the Martinsville District of Henry County, Virginia, and being known and designated as Tract No. 4, containing 0.413 acre, as shown on map entitled "Map of property for Finney & Blackard situated in the Martinsville District of Henry County, Virginia", prepared by J. A. Gustin & Associates, Revised May 15, 1969 - Tract No. 4 added, and said map to be recorded in the Henry County Circuit Court Clerk's Office in the Current Map Book, and according to said map the Tract No. 4 hereby conveyed fronts 50.03 feet on the northeast side of said U. S. Route 220, runs back between parallel lines a distance of 500 feet and is 22.07 feet wide in the rear, and being part of that same property acquired by the grantors herein by deed from Finney and Blackard, Incorporated dated May 9, 1969, of record in said Clerk's Office in Deed Book 216, page 283, to which deed and map specific reference is hereby made for a more particular description of the property hereby conveyed.

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

 (SEAL)
William A. Mason

 (SEAL)
Gaynor A. Mason

STATE OF VIRGINIA

CITY OF MARTINSVILLE, to-wit:

I, Anne G. Darnell, a Notary Public in and for the City and State aforesaid, do hereby certify that William A. Mason and Gaynor A. Mason, husband and wife, whose names are signed to the foregoing deed dated June 2, 1969, have each this day acknowledged the same before me in my City and State aforesaid.

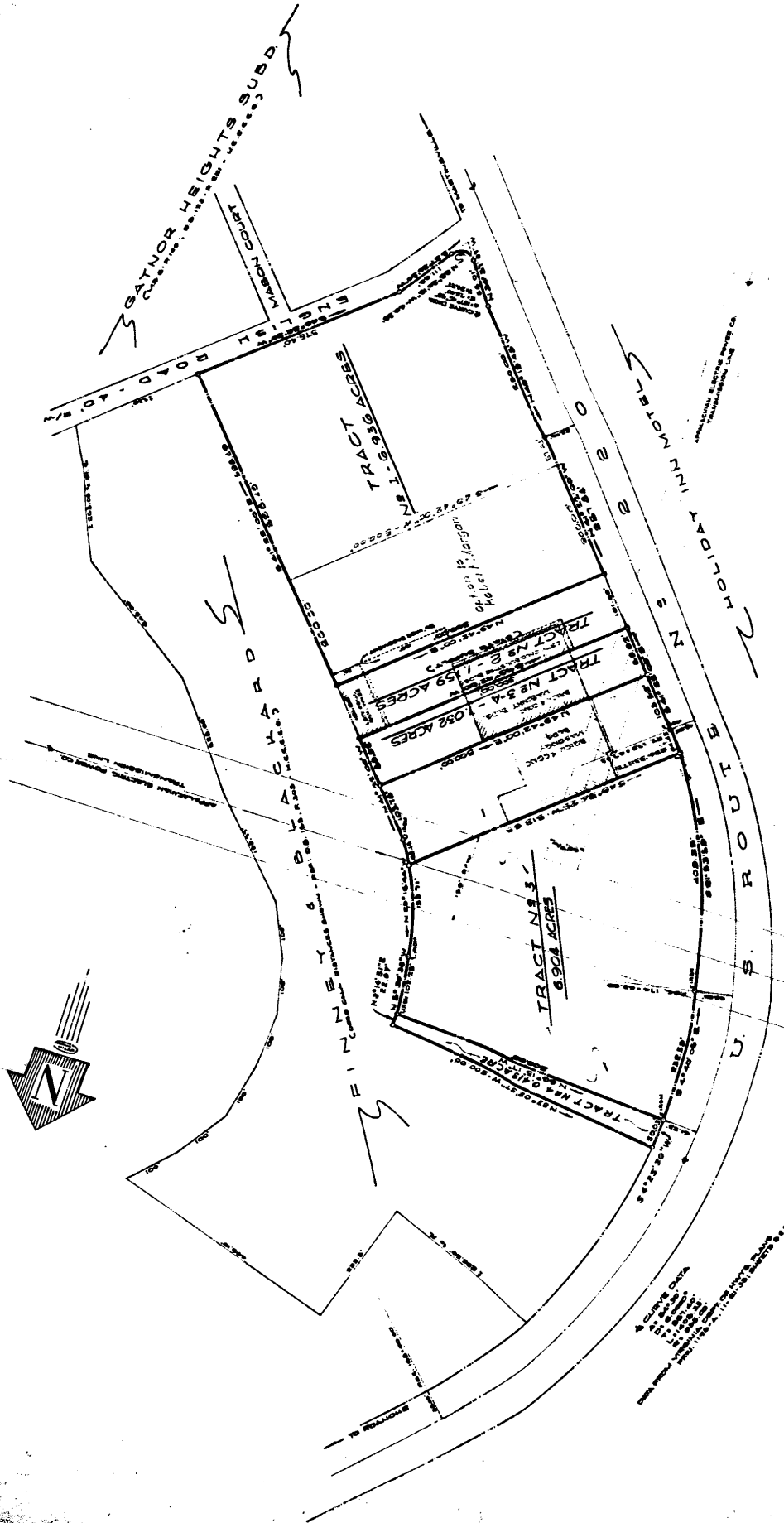
Given under my hand this 30th day of June, 1969.

My commission expires July 21, 1970.

Anne G. Darnell
Notary Public

VIRGINIA: In the Clerk's Office of the Circuit Court of Henry County, Aug 14, 1969. This deed was this day received in said office, and, upon the certificate of acknowledgment, the same annexed, admitted to record, at 3:35 o'clock P.M., the payment of \$ 75, tax imposed by Sec. 58-51 (1).

John H. Matthews, Clerk.
Tax \$ 75 Transfer Fee \$ 1.00



MAP OF PROPERTY FOR **FINNEY & BLACHARD**

SITUATED IN THE MARTINSVILLE DISTRICT OF HENRY COUNTY, VIRGINIA.
LEGAL REFERENCE: DB 153, PG. 305 - HENRY COUNTY CLERK'S OFFICE.

SURVEY BY
J.A. GUSTIN & ASSOCIATES
CIVIL ENGINEERS
MEMBERS: J.A.G. 14,281
J.C.B. 14,281

SCALE: 1" = 80'

AUGUST 10, 1903
REVISED MARCH 17, 1924
REVISED APRIL 20, 1924
REVISED MAY 15, 1925. TRACT N#4 ADDED



THIS MAP, PLAT OR SURVEY
WAS PREPARED BY
J.A. GUSTIN & ASSOCIATES
CIVIL ENGINEERS
MEMBERS: J.A.G. 14,281
J.C.B. 14,281

WHEN RECORDED MAIL TO:

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

Parcel ID No(s): **026310209**

190004445

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, 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 **1900 Virginia Avenue, Martinsville, VA 24112.**

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 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.

**ASSIGNMENT OF RENTS
(Continued)**

Loan No: 5001258507

Page 2

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 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,

**ASSIGNMENT OF RENTS
(Continued)**

Loan No: 5001258507

Page 3

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.

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:

**ASSIGNMENT OF RENTS
(Continued)**

Loan No: 5001258507

Page 4

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 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

**ASSIGNMENT OF RENTS
(Continued)**

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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.

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

**ASSIGNMENT OF RENTS
(Continued)**

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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.

ASSIGNMENT OF RENTS
(Continued)

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GRANTOR:

T R PROPERTIES, INC.

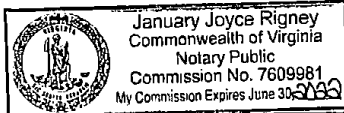
By: Theofilos G. Balabanis, President of T R PROPERTIES, INC. (Seal)

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 Joyce Rigney Residing at Henry County
Notary Public in and for Virginia My commission expires 6/30/2020
My registration number is 7609981



SCHEDULE "A"

T R Properties, Inc

TRUST DEED DATED December 30, 2019

All those six (6) certain tracts or parcels of land with improvements thereon, situated in the Collinsville Magisterial District (formerly Martinsville) of Henry County, Virginia, on the Easterly side of U.S. Route 220 (Business), and being all of Tract 2 (containing 1.159 acres), Tract 3-A (containing 1.032 acres), Tract 3-B (containing 1.710 acres), Tract 3-C2 (containing 2.748 acres), Tract 3-D2 (containing 1.337 acres) and Tract 4-B (containing 0.117 acre), all as shown on that certain Plat of Survey for Mid Atlantic Centers Limited Partnership prepared by Lawrence W. Cockram, L.L.S., dated October 13, 1987 and recorded Plat Book 82, page 1422 in the Clerk's Office of the Circuit Court of Henry County; and Tracts 2, 3-A, 3-B, 3-C2, 3-D2, and 4-B herein conveyed contain a total combined are of 8.103 acres.

AND BEING the same property conveyed unto the Grantor herein by deed dated May 1, 1996, and recorded in the aforesaid Clerk's Office in Deed Book 710, page 87, to which deed and map reference is here had for a more particular description of the property herein conveyed.

This deed of trust was prepared without the benefit of a current survey or a current title examination being done by the Law Office of John P. Hance. John P. Hance has not examined any public records with respect to the property conveyed in this instrument or with respect to the parties thereto, therefore, John P. Hance makes no representation or warranty regarding title to the described

**property, the existence of any encumbrance, nor the true identity or legal
capacity of any party.**

INSTRUMENT 190004445
RECORDED IN THE CLERK'S OFFICE OF
HENRY COUNTY CIRCUIT COURT ON
DECEMBER 30, 2019 AT 11:37 AM
JENNIFER R. ASHWORTH, CLERK
RECORDED BY: AML

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

Parcel ID No(s): 026310209

190004444

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DEED OF TRUST

THIS IS A CREDIT LINE DEED OF TRUST

Maximum aggregate amount of principal
to be secured hereby at any one time: \$1,959,400.00

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, 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 1900 Virginia Avenue, Martinsville, VA 24112.

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

**DEED OF TRUST
(Continued)**

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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 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. NOTICE - THE DEBT SECURED HEREBY IS SUBJECT TO CALL IN FULL OR THE TERMS THEREOF BEING MODIFIED IN THE EVENT OF SALE OR CONVEYANCE OF THE PROPERTY CONVEYED. 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.

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

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.

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)

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GRANTOR:

T R PROPERTIES, INC.

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

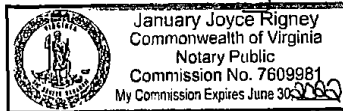
CORPORATE ACKNOWLEDGMENT

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 those six (6) certain tracts or parcels of land with improvements thereon, situated in the Collinsville Magisterial District (formerly Martinsville) of Henry County, Virginia, on the Easterly side of U.S. Route 220 (Business), and being all of Tract 2 (containing 1.159 acres), Tract 3-A (containing 1.032 acres), Tract 3-B (containing 1.710 acres), Tract 3-C2 (containing 2.748 acres), Tract 3-D2 (containing 1.337 acres) and Tract 4-B (containing 0.117 acre), all as shown on that certain Plat of Survey for Mid Atlantic Centers Limited Partnership prepared by Lawrence W. Cockram, L.L.S., dated October 13, 1987 and recorded Plat Book 82, page 1422 in the Clerk's Office of the Circuit Court of Henry County; and Tracts 2, 3-A, 3-B, 3-C2, 3-D2, and 4-B herein conveyed contain a total combined are of 8.103 acres.

AND BEING the same property conveyed unto the Grantor herein by deed dated May 1, 1996, and recorded in the aforesaid Clerk's Office in Deed Book 710, page 87, to which deed and map reference is here had for a more particular description of the property herein conveyed.

This deed of trust was prepared without the benefit of a current survey or a current title examination being done by the Law Office of John P. Hance. John P. Hance has not examined any public records with respect to the property conveyed in this instrument or with respect to the parties thereto, therefore, John P. Hance makes no representation or warranty regarding title to the described

property, the existence of any encumbrance, nor the true identity or legal capacity of any party.

INSTRUMENT 190004444
RECORDED IN THE CLERK'S OFFICE OF
HENRY COUNTY CIRCUIT COURT ON
DECEMBER 30, 2019 AT 11:35 AM
JENNIFER R. ASHWORTH, CLERK
RECORDED BY: AML

BOOK 232 PAGE 47

VIRGINIA: In the Clerk's Office of the Circuit Court of Henry
County, Nov. 3, 1917. This deed
was this day received in said office, and, upon the certificate of
acknowledgment and chain of annexed, admitted to record, at 12:20
o'clock PM, after payment of \$, tax imposed
by Sec. 58-51 (b).
Teste: John H. Matthews, Clerk.

Tax \$ Transfer Fee \$

8740

Henry County Circuit Court, Clerk's Office

This Deed was this day received in this office

and referred in Nov. 3

Book No. 232 Page 48

Teste: John H. Matthews

12:20

RIGHT OF WAY AGREEMENT

080002442

**FOR AND IN CONSIDERATION OF the sum of One
(\$ 1.00) Dollar(s) cash in hand paid, receipt whereof is hereby
acknowledged, I, or we, T R Properties, and our
heirs and assigns forever, do hereby grant unto **SOUTHWESTERN VIRGINIA GAS
COMPANY**, a corporation of the State of Virginia, its successor and assigns, the
right to construct, maintain, inspect, operate, protect, repair, replace, change the
size of, or remove a pipeline or pipelines 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, a 8 foot right-of-way easement
through Grantors lands and property in Collinsville District,
Henry County, Commonwealth of Virginia; said lands and property being
bounded and described as follows:**

On the North by the lands of 50 Foot Service Road R/W

On the East by the lands of Lot 3E Tax Map 41-1 (32)

On the South by the lands of Lot 3B Tax Map 41-1 (32)

On the West by the lands of U S Route 220 Business (Virginia Ave.)

with the right of ingress and egress to, from and through the same, without notice.

**It is agreed that the gas line to be laid under the 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. It is further expressly agreed that no structure or permanent improvement of
any kind will be placed on said right-of-way easement.**

**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.**

**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 01/15 day of 2008.

WITNESS:

T.B. BALABANS (SEAL)
PRESIDENT

(SEAL)

(SEAL)

(SEAL)

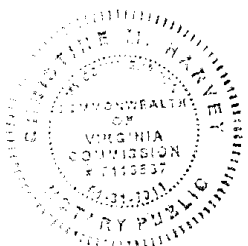
State of VIRGINIA

County of Itom

The foregoing instrument was acknowledged before me this 15TH
day of JANUARY, 2008, by T.B. BALABANS, PRESIDENT

My Commission Expires: January 31, 2011

Christine M. Zurely
Notary Public
#7116537



INSTRUMENT #080002442
RECORDED IN THE CLERK'S OFFICE OF
COUNTY OF HENRY ON
MAY 15, 2008 AT 10:49AM

VICKIE S. HELMSTUTLER, CLERK
RECORDED BY: JFG

Bldg #:	Primary Use
1	400V

[illegible]

BORROWER _____
REFERENCE # _____

ADDRESS _____
COUNTY _____
EFFECTIVE DATE _____

TAX MAP NO. _____ AMOUNT _____ LAST PAID _____
DELINQUENT _____ YEARS _____
ASSESSED VALUE _____ LV _____ IV _____
PAID _____ NEXT DUE _____

Tax Information is provided by the jurisdictional Treasurer's Office and is for informational purposes only. Closing/Settlement Agents should NOT rely on this information for final settlement. You are responsible for verifying exact taxes, storm water, utilities, abatements or other special assessments and fees. No responsibility is assumed by Wahoo Research in the reporting of this data other than the accuracy of the information given to us by the Treasurer's Office

VESTING DEED

GRANTOR _____
GRANTEE _____
DATED _____ RECORDED _____ BK/PG/INST # _____
CONSIDERATION _____
LEGAL _____

OUTSALES _____

DOT
TYPE _____
BORROWER, same as current owner? _____
LENDER _____
TRUSTEE _____
DATED _____ RECORDED _____ BK/PG/INST # _____
AMOUNT _____ MATURITY DATE _____
LEGAL _____
ASSIGNED _____ MORE THAN ONE ASSIGNMENT? _____
FROM _____
TO _____
DATED _____ RECORDED _____ BK/PG/INST # _____
NOTES _____

JUDGMENTS
NAMES CHECKED _____

EASEMENTS FOUND IN SEARCH PERIOD _____ HOA _____
AGREEMENTS FOUND IN SEARCH PERIOD _____
ESTATES FOUND _____

EASEMENTS / AGREEMENTS

TYPE _____
FROM/BETWEEN _____
TO/BETWEEN _____
DATED _____ Recorded _____ BK/PG/INST # _____
GRANTING _____

TYPE _____
FROM/BETWEEN _____
TO/BETWEEN _____
DATED _____ RECORDED _____ BK/PG/INST # _____
GRANTING _____

TYPE _____
FROM/BETWEEN _____
TO/BETWEEN _____
DATED _____ RECORDED _____ BK/PG/INST # _____
GRANTING _____

TYPE _____
FROM/BETWEEN _____
TO/BETWEEN _____
DATED _____ RECORDED _____ BK/PG/INST # _____
GRANTING _____

TYPE _____
FROM/BETWEEN _____
TO/BETWEEN _____
DATED _____ RECORDED _____ BK/PG/INST # _____
GRANTING _____

CHAIN OF TITLE

LINK _____
GRANTORS _____
GRANTEES _____
DATED _____ RECORDED _____ BK/PG/INST _____
CONSIDERATION _____

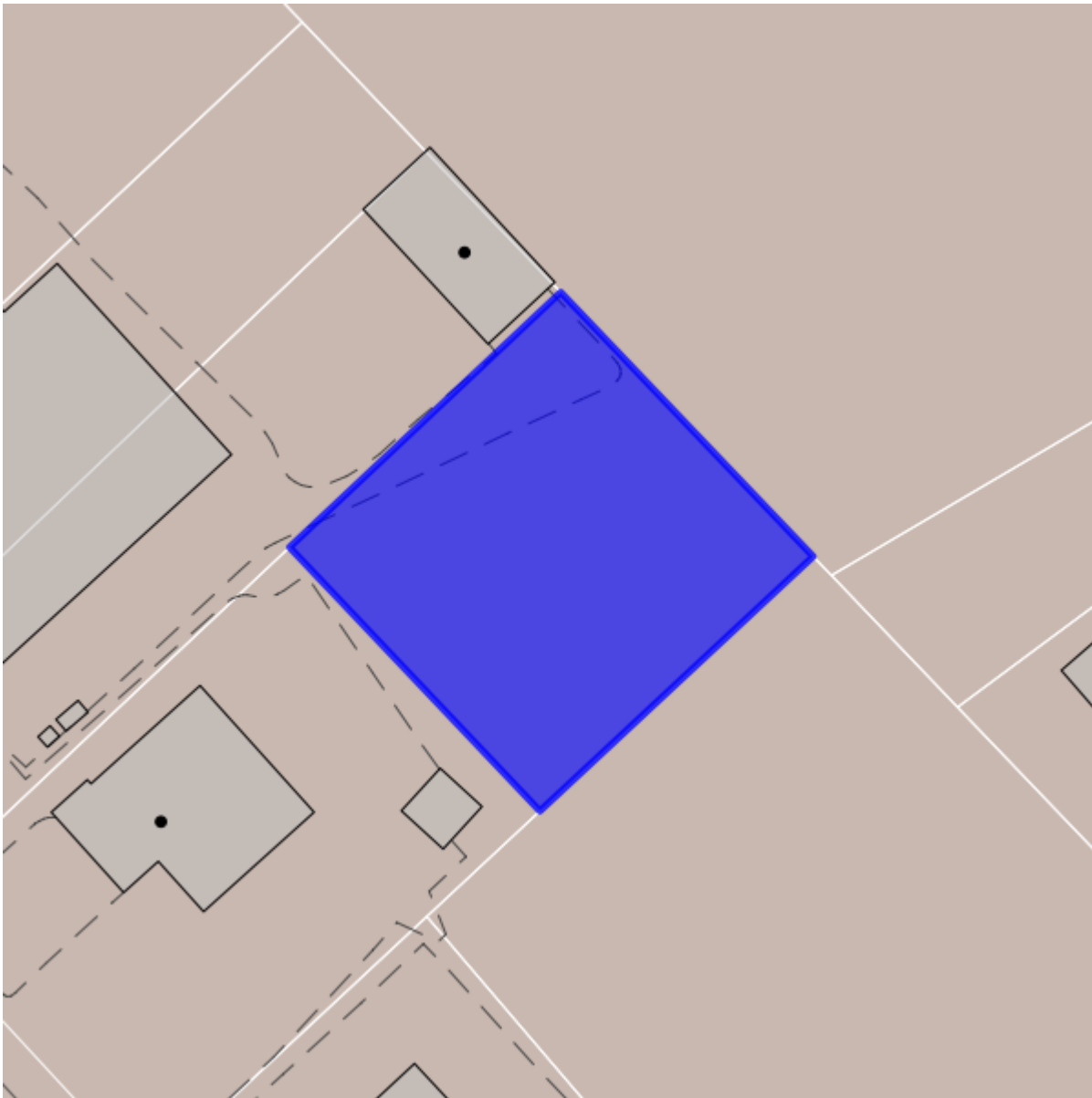
LINK _____
GRANTORS _____
GRANTEES _____
DATED _____ RECORDED _____ BK/PG/INST# _____
CONSIDERATION _____

LINK _____
GRANTORS _____
GRANTEES _____
DATED _____ RECORDED _____ BK/PG/INST # _____
CONSIDERATION _____

LINK _____
GRANTORS _____
GRANTEES _____
DATED _____ RECORDED _____ BK/PG/INST # _____
CONSIDERATION _____

LINK _____
GRANTORS _____
GRANTEES _____
DATED _____ RECORDED _____ BK/PG/INST # _____
CONSIDERATION _____

Property Report - County of Henry

**Current Data:**

Property ID: 014630002 **Tax Map Number:** 41.1(032)000 /001F,
Owner: T R PROPERTIES INC
Address: P O BOX 3565 **City/State/Zip:** MARTINSVILLE VA 24115-3565
Deed/Page: 820/611
Acquired Date: 1999-02-01 **Consideration:** 0
Year Built: **Building Desc:** NA **Above Grade Sq Ft:** 0
Acres: 0.798 **Zoning:** B1
Land Value: \$12000.00 **Building Value:** \$0.00 **Total Value:** \$12000.00

Previous Data:

Owner:
Acquired Date: NA **Deed/Page:** NA **Consideration:** \$NA.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.



Real Estate

View Bill

As of	7/20/2022
Bill Year	2021
Bill	34804
Owner	T R PROPERTIES INC
Parcel ID	014630002

Installment	Pay By	Amount	Payments/Credits	Balance	Interest	Due
1	10/1/2021	\$66.60	\$66.60	\$0.00	\$0.00	\$0.00
TOTAL		\$66.60	\$66.60	\$0.00	\$0.00	\$0.00

T R PROPERTIES, INC.,
A VIRGINIA CORPORATION

000820

This Deed was prepared
by James H. Ford, Attorney.

FROM: DEED

BENTON BRAY BLACKARD and
DATHNE BLACKARD BARBOUR, CO-ADMINISTRATORS,
C.T.A. & CO-TRUSTEES UNDER THE WILL OF
BENTON S. BLACKARD, DECEASED

THIS DEED, made this 22nd day of January, 1999, by and
between Benton Bray BLACKARD and Dathne Blackard BARBOUR, Co-
Administrators, C.T.A., and Co-Trustees under the Will of Benton S.
BLACKARD, deceased, parties of the first part and Grantors herein,
and T R PROPERTIES, INC., a Virginia corporation, party of the
second part and Grantee herein:

WITNESSETH: That for and in consideration of the sum
of One Hundred Dollars (\$100.00) cash in hand paid to the Grantors
by the Grantee and other good and valuable consideration, the
receipt of all of which is hereby acknowledged, the Grantors do
hereby bargain, sell, grant and convey, in fee simple with general
warranty and English covenants of title unto the Grantee, all that
certain lot or parcel of real estate located off the northeast
side of U. S. Route 220 Business (Virginia Avenue), Collinsville
District (formerly Martinsville District), Henry County, Virginia,
together with improvements thereon located and appurtenances there-
unto belonging containing 0.798 acre and designated Tract No. 1-X
according to "Plat of Survey for T R Properties, Inc." made by
Terry A. Waller, L.L.S., November 13, 1998, which is described
thereby as follows, to-wit:

BEGINNING at a point in the dividing line between the
property of the Grantee and the Grantor which is North 49° 39'
24" E. 325.81 feet from a railroad spike on the Northeast margin of
U. S. Route 220 marking the dividing line between the property of
the Grantor and the Grantee; thence continuing with said dividing
line North 49° 39' 24" E. 174 feet to a rear line; thence with that
line South 42° 22' 00" E. 199.32 feet to a point; thence South 49°
40' 34" W. 174 feet to a point; thence a new line North 41° 22' 01"

JAMES H. FORD
ATTORNEY AT LAW
25 W CHURCH ST.
MARTINSVILLE VA
24116-1382

W. 199.76 feet to the railroad spike at the beginning, and being a portion of the property obtained by Benton S. Blackard from Finney and Blackard, Incorporated, by deed dated October 29, 1963, recorded in Deed Book 184, page 67 of the Henry County Circuit Court Clerk's Office. This conveyance includes the right to use and to continue to use that portion of the 20 foot wide easement referenced on the aforesaid plat which lies outside the southwestern boundary of the lot herein conveyed. Benton S. Blackard died the 22nd day of February, 1991, while a resident of the City of Martinsville, Virginia, and his will was duly probated and recorded in Will Book 67, page 700 of the Martinsville, Virginia, Circuit Court Clerk's Office. The Grantors were appointed Co-Administrators, C.T.A., and Co-Trustees under the Will of Benton S. Blackard by Clerk's Order entered the 15th day of April, 1991. See also the current Will Book in the Circuit Court Clerk's Office of the County of Henry, Virginia. Reference is here made the foregoing deed, will, plat, and the references therein contained for a more particular description of the property hereby conveyed.

WITNESS the following signatures and seals on this the day and year first above written:

Benton Bray Blackard (SEAL)
BENTON BRAY BLACKARD, Co-Administrator,
C.T.A. and Trustee U/W of Benton S.
Blackard, deceased

Dathne Blackard Barbour (SEAL)
DATHNE BLACKARD BARBOUR, Co-
Administrator, C.T.A. and Trustee
U/W of Benton S. Blackard, deceased

STATE OF VIRGINIA

CITY OF MARTINSVILLE, TO-WIT:

I, Peggy J. Young, a Notary Public
in the State and for the City aforesaid, do hereby certify that
Benton Bray Blackard, Co-Administrator, C.T.A., and Co-Trustee

under the Will of Benton S. Blackard, deceased, whose name is signed to the foregoing writing bearing date of the 22nd day of January, 1999, has acknowledged the same before me within my City and State aforesaid.

Given under my hand this 1st day of February,

1999.

My Commission expires: 12-31-2000.

Peggy J. Young
Notary Public

(SEAL)

STATE OF VIRGINIA

CITY OF MARTINSVILLE, TO-WIT:

I, Peggy J. Young, a Notary Public in the State and for the City aforesaid, do hereby certify that Dathne Blackard Barbour, Co-Administrator, C.T.A., and Co-Trustee under the Will of Benton S. Blackard, deceased, whose name is signed to the foregoing writing bearing date of the 22nd day of January, 1999, has acknowledged the same before me within my City and State aforesaid.

Given under my hand this 1st day of February,

1999.

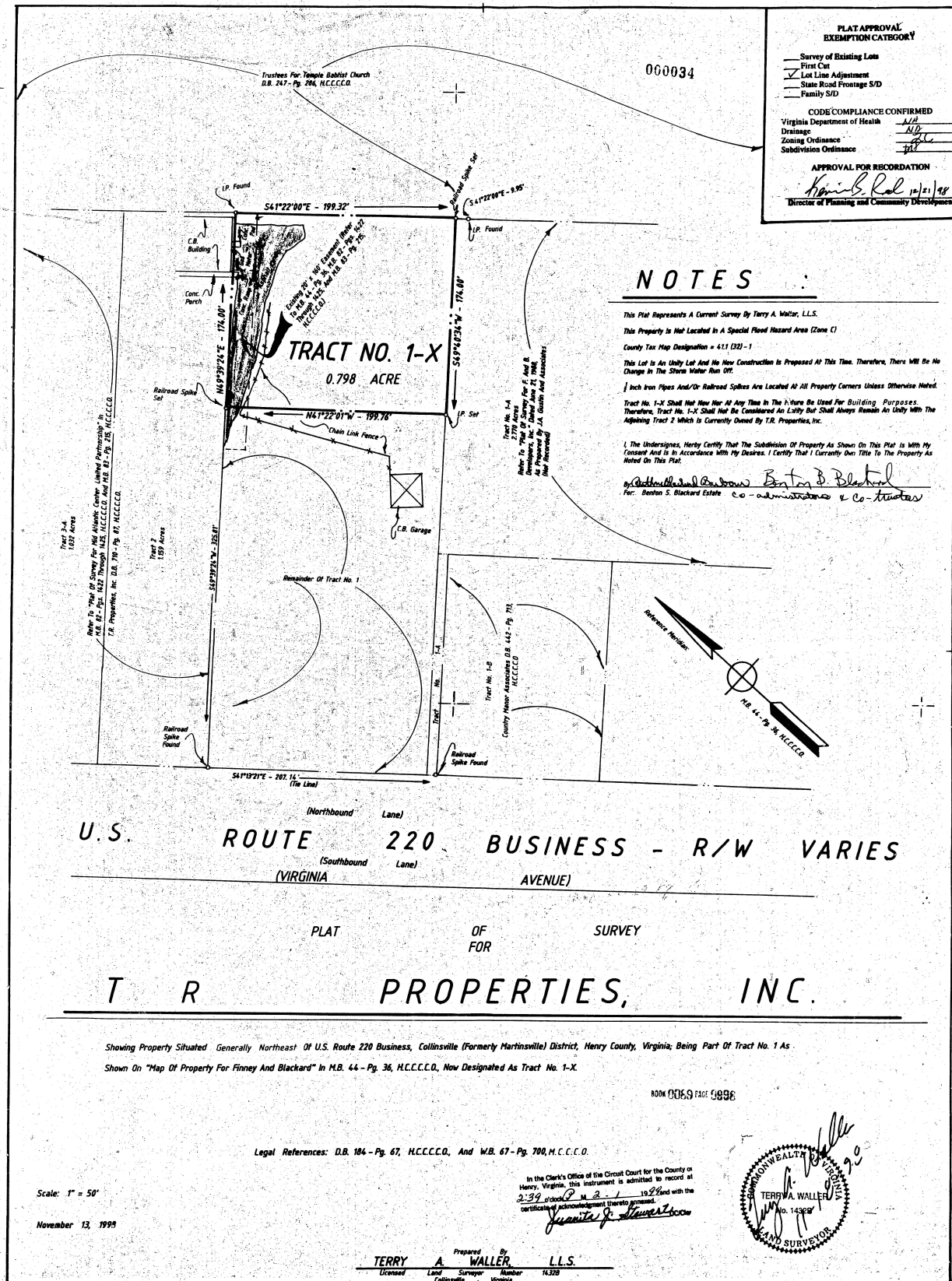
My Commission expires: 12-31-2000.

Peggy J. Young
Notary Public

(SEAL)

VIRGINIA: In the clerk's office of the Circuit Court of Henry County, 2-1, 1999, this deed was this day received in said office, and, upon the certificate of acknowledgment, thereto annexed, admitted to record, at 2:31 o'clock P.M., after payment of \$ 8.50. Tax imposed by Sec. 58.1-80.

Teste: Juanita J. Stewart
Tax \$ 12.30
Local Tax \$ 4.10 Transfer Fee \$ 1.00



99-31

VIRGINIA:

In the Clerk's Office of the Circuit Court of the County of Henry, this the 1 day of February, 1999

It appearing to the Clerk of the Circuit Court of Henry County, Virginia, that the will of Benton S. Blackard, late of City of Martinsville State of Virginia, was admitted to record in the office of the Clerk's Office of the Circuit Court, City of Martinsville, on the 15th day of April, 1991, as a will of real and personal estate.

This day came James H. Ford, Attorney at law produce before me an authenticated copy of said will and the certificate of Probate thereof, and it appearing from said copy that the will aforesaid was proven in the Clerk's Office, Circuit Court, City of Martinsville^{Va.} to have been so executed as to be a valid will of real and personal estate and it is ordered that the said will of Benton S. Blackard deceased, be recorded as the true last will and testament of Benton S. Blackard, deceased.

The said Benton S. Blackard not owning any property except real estate here in Henry County, Virginia, no qualification was made.

The said will of Benton S. Blackard is hereby admitted to record so that proper distribution may be made of the real estate belonging to the said Benton S. Blackard at the time of his ~~xxxxxx~~ death.

Juanita J. Stewart
Clerk;

BK 135PG673

CLERK'S OFFICE
CIRCUIT COURT
HENRY COUNTY
MARTINSVILLE,
VIRGINIA

Last Will and Testament

OF

BENTON S. BLACKARD

99-31

I, BENTON S. BLACKARD, of Martinsville, Virginia, being of sound and disposing mind, do hereby make, publish and declare this to be my Last Will and Testament, hereby revoking all other Wills by me at any time made.

1. Payments to be Made by Executor:

I direct that all my just debts and funeral expenses, including the erection of a suitable marker at my grave, be paid as soon after my death as may be convenient. All inheritance, estate and other succession taxes, whether payable by my estate or any beneficiary hereunder, shall be paid by my Executor out of the residuum of my estate, and no portion thereof shall be charged to any beneficiary.

2. Disposition of Estate:

(a) I give, devise and bequeath to my beloved wife, Era B. Blackard, all of my tangible personal property, (except that which is an asset in any business in which I may have an interest) and all right, title and interest which I might have in the residence occupied by us at the time of my death.

(b) All the remainder of my property I hereby give, devise and bequeath unto my Trustee, hereinafter named, to be distributed to the two trusts and specific bequests hereinafter mentioned.




Benton S. Blackard

Page One

3. Marital Deduction Trust:

If my wife shall survive me, I give to The First National Bank of Martinsville and Henry County, as Trustee, an amount equal to fifty per cent (50%) of the value of my adjusted gross estate as finally determined for Federal estate tax purposes, less the aggregate amount of marital deductions, if any, allowed for such tax purposes by reason of property or interests in property passing or which have passed to my wife otherwise than by the terms of this Paragraph of my Will.

My Executor shall assign, convey and distribute to the Trustee of said trust the cash, securities and other property, including real estate and interests therein, which shall constitute said bequest. The assets to be distributed in satisfaction of said bequest shall be selected in such manner that the cash and other property distributed will have an aggregate fair market value fairly representative of the distributee's proportionate share of the appreciation or depreciation in the value to the date, or dates, of distribution of all property then available for distribution. Any property included in my estate at the time of my death and assigned or conveyed in kind to satisfy said bequest shall be valued for that purpose at the value thereof as finally determined for Federal estate tax purposes, and any other property so assigned and conveyed shall be valued for that purpose at its cost. No asset or proceeds of any asset shall be included in the trust as to which a marital deduction is not allowable if included. Said bequest shall abate to the extent that it cannot be satisfied in the manner hereinabove provided.


Benton S. Blackard
Page Two

BK 135PG675


Said trust shall be known as the "Marital Deduction Trust," or "Trust A," and shall be held, administered and disposed of as follows:

(a) The Trustee shall pay all the net income from "Trust A" in convenient installments, but not less frequently than quarter-annually to my wife during her lifetime.

(b) In addition, so long as my wife remains unmarried, the Trustee shall be fully authorized to pay to her such sums from the principal of "Trust A" as it in its sole discretion, shall deem to be necessary or advisable from time to time for her medical care, comfortable maintenance, and welfare.

(c) Upon the death of my wife, the entire remaining principal of "Trust A," together with any accrued and undistributed income therefrom, shall be paid over, conveyed, and distributed to or in trust for such appointee or appointees (including the estate of my wife), in such manner and in such proportions as she may appoint in and by her Last Will and Testament, making specific reference to the power of appointment herein conferred upon her.

(d) In default of the exercise of such power of appointment by my said wife, or insofar as such appointment shall not extend or take effect, then upon her death, the entire remaining principal of "Trust A," or the part of such trust not effectively appointed, shall be added to and become a part of "Trust B," to be held, administered and disposed of in accordance with all the provisions of this Will governing "Trust B."


Benton S. Blackard
Page Three

BK 135PG676

4. Specific Bequests:

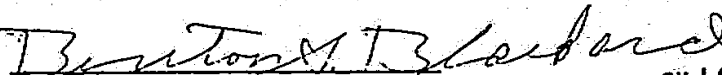
I give, devise and bequeath to my brother, John P. Blackard, ten per cent (10%) of my adjusted gross estate after deducting the marital deduction and Federal taxes, if he survives me. I also give, devise and bequeath to my brother, Aaron Y. Blackard, five per cent (5%) of my adjusted gross estate after deducting the marital deduction and Federal taxes, if he survives me. In making distribution to said beneficiaries, my Executor is given the authority to make same in the form of cash or the assignment of stock in any closely held corporation in which I have a major interest and which is a business in which my said brothers have a stockholder's interest.

Upon the failure of either or both of said brothers to survive me, then his or their portion or portions shall become a part of my Residuary Estate.

5. Residuary Trust:

The rest, remainder and residue of my estate, including that portion designated for "Trust A" herein, if my wife, Era B. Blackard, does not survive me, shall as of the date of my death, be set aside as a separate trust to be designated as "Trust B" and shall be held, administered, and disposed of as follows:

(a) So long as my wife shall live and remains unmarried, the Trustee is authorized, from time to time, to pay so much of the net income from the Trust Fund as the Trustee, in its sole discretion, may determine to such one or more of the following persons who are living at the time of the particular payment, namely: my wife and two (2) of my children, namely: Benton Bray Blackard and Dathne Blackard Barbour,

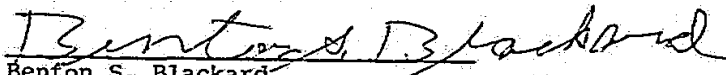

Benton S. Blackard

Page Four

BK 135PG 677

as the Trustee, in its sole discretion, may determine. In determining the amount of net income, if any, to be paid to any such income beneficiary under the foregoing sentence, the Trustee is authorized to make such payments in such proportions as the Trustee, in its sole discretion, shall deem advisable, regardless of whether any distribution shall be equal to any other distribution or whether all of such net income may be distributed to one or more of the beneficiaries and none to the others. Any of such net income from the Trust Fund which is not paid as aforesaid shall be accumulated by the Trustee and shall be added to and become a part of the principal of the Trust Fund. In addition, so long as my wife shall live and remain unmarried, the Trustee is authorized, from time to time, to pay to or expend for the benefit of any person to whom it may then pay any portion of the net income from the Trust Fund so much of the principal of the Trust Fund as the Trustee, in its sole discretion, shall deem necessary for the support, maintenance, health, and education of such person and the amount so paid or expended shall be charged against the Trust Fund as a whole and not against the share of the Trust Fund to which such person or his or her issue may ultimately become entitled; provided, however, the Trustee shall not distribute principal from the Trust Fund to or for my wife until all other assets available to my wife, and of which the Trustee has knowledge, for such purposes shall have been exhausted.

(b) Upon the death of my wife, or upon my death, if my said wife does not survive me or upon her remarriage


Benton S. Blackard
Page Five

BK 135PG678


subsequent to my death, the Trustee shall divide the Trust Fund as then constituted, together with any amounts which may be added to it from any other source, into equal separate shares so as to provide one share for each then living child of mine from among my two (2) children aforesaid and one share for the then living descendants, collectively (that is, per stirpes), of each deceased child of mine, from among the two (2) aforesaid children. The income and principal of each of such shares shall be held and disposed of as hereinafter provided.

(c) The income from each share so provided for Benton Bray Blackard and Dathne Blackard Barbour shall be paid in convenient installments to or for the benefit of such child until complete distribution of such share or until such child's prior death. In addition to income, the Trustee shall be fully authorized to pay to or expend and apply for the benefit of such child such sums from the principal of his or her share as it considers necessary or desirable, from time to time, for his or her medical care, maintenance, education and welfare, taking into consideration all other income available to such child for such purposes from all sources known to the Trustee.

(d) Upon the death of either Benton Bray Blackard or Dathne Blackard Barbour, his or her share, or the remainder thereof, shall be distributed, per stirpes, to his or her then living descendants.

6. Provisions Relative to Residuary Trust:

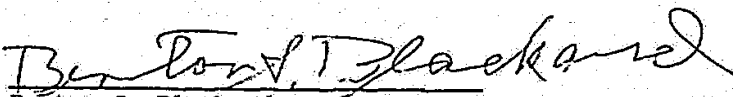
The following provisions shall apply to "Trust B" created under Paragraph 5 thereof, and to each share thereof:


Benton S. Blackard
Page Six

BK 135PG679

(a) If under sub-paragraph (d) of Paragraph 5 above, any share of "Trust B" becomes distributable to a descendant who has not attained the age of twenty-one (21) years, then such share shall immediately vest in such descendant, but notwithstanding the provisions of such sub-paragraph, the Trustee shall retain possession of such share during the period in which such descendant is under the age of twenty-one (21) years, and in the meantime shall use and expend so much of the income and principal of each such share as the Trustee shall deem necessary or desirable for the medical care, support, education, and welfare of such descendant, and any income not so expended in any calendar year shall be added to principal at the end of such year. The Trustee shall have with respect to each share so retained all the powers and discretions had with respect to "Trust B" generally.

(b) In case the income or any discretionary payments of principal from "Trust B" or any share thereof becomes payable to a minor, or to a person under legal disability or to a person not adjudicated incompetent, but who, by reason of illness or mental or physical disability is, in the opinion of the Trustee, unable to properly administer such amounts, then such amounts shall be paid out by the Trustee in such of the following ways as it deems best: (1) directly to such beneficiary; (2) to the legally appointed guardian or conservator of such beneficiary; (3) to some relative or friend for the care, support and education of such beneficiary; (4) by the Trustee, using such amounts directly for such beneficiary's care, support and education.


Benton S. Blackard

Page Seven

BK 135 PG 680

(c) The interest of beneficiaries in principal or income of "Trust B" or any share thereof shall not in any way during their respective lifetimes be subject to the claims of their creditors or others, nor to legal process, and may not be voluntarily or involuntarily alienated or encumbered.

(d) Any income accrued or undistributed at the termination of any estate or interest under "Trust B" or any share thereof shall be paid by the Trustee as income to the persons entitled to the next successive interest in the proportions in which they take such interest.

(e) The Trustee shall have the power to determine, irrespective of statute or rule of law, how all receipts and disbursements of "Trust B" or any share thereof, including the Trustee's compensation, shall be credited, charged or apportioned as between income and principal, and the decision of the Trustee shall be final and not subject to question by any beneficiary thereof.

7. Common Disaster Clause:

If my wife and I shall die simultaneously, or as the result of a common disaster, or under such circumstances that it is difficult or impossible to determine which shall have died first, then, in the construction of this my Will, or of any part thereof, I shall be deemed to have predeceased her. However, if any other beneficiary and I shall die simultaneously, or as the result of a common disaster, or under such circumstances that it is difficult or impossible to determine which shall have died first, then, in the construction of this my Will, or of any part thereof, said beneficiary shall be deemed to have predeceased me.

Benton S. Blackard BK 135PG 681
 Benton S. Blackard
 Page Eight

8. Appointment of Executor and Trustee:

I hereby nominate and appoint The First National Bank of Martinsville and Henry County, Martinsville, Virginia, as Executor of my estate and Trustee of the trusts herein created, requesting that no surety be required on its bond. Said Executor and Trustee shall be entitled to receive a fair and just compensation in keeping with the published fee schedule then in effect for its services hereunder and shall also be reimbursed for all reasonable expenses incurred in the management and protection of my said estate.

I further nominate and appoint Douglas K. Frith as attorney for my estate, and in the event he does not succeed me, I request that the surviving law firm of the law firm presently known as Young, Kiser, Frith & Haskins be appointed as attorneys for my estate.

9. Powers of Administration:

My Executor and Trustee are authorized to exercise all powers granted fiduciaries under Section 64.1-57 of the Code of Virginia as in effect on the date this Will is executed, and also the powers to make any elections allowed by law which may result in an annual tax savings for my estate, without adjustment to my income or principal interest with respect thereto.

IN WITNESS WHEREOF, I have hereunto signed my name and set my seal to this my Last Will and Testament, written on ten (10) sheets of paper, including this page, upon the margin of each of which I have written my name and acknowledged the same

Benton S. Blackard
Benton S. Blackard
Page Nine

to be my Last Will and Testament in the presence of the under-
signed witnesses, this the 29 day of September, 1970.

Benton S. Blackard
Benton S. Blackard

Signed, sealed, published, acknowledged, and declared
by the said Testator, Benton S. Blackard, as and for his Last
Will and Testament, in the presence of us, three competent
witnesses, who in his presence and at his request, and in the
presence of each other, have hereunto subscribed our names as
witnesses thereto on this 29 day of September, 1970, the
said Testator having also written his name upon the margin of
each of the ten (10) sheets of paper, including this page, in
our presence, said Testator then being of sound mind and over
the age of twenty-one years.

Brenda P. Hall

Address Martinsville
Virginia

James W. Harkin

Address Martinsville
Virginia

Dan C. Fink

Address Martinsville
Va

IN TESTIMONY that the foregoing is a true
Copy taken from the records of said Court,
I, Ashby R. Pritchett, Clerk thereof set my hand
and affix the Seal of said Court.

This the 22nd day of January 19 77
Ashby R. Pritchett Clerk
Circuit Court, City of Martinsville, VA

Benton S. Blackard
Benton S. Blackard
Page Ten

BK 135PG 683

#2873

VIRGINIA:

In the Clerk's Office of the Circuit Court for the City of Martinsville, this the 15th day of April, 1991.

A paper writing purporting to be the Last Will and Testament of Benton S. Blackard, dated the 29th day of September, 1970 was this day presented for probate by Benton Bray Blackard and Dathne Blackard Barbour who made oath thereto; and

It appearing from their sworn statements filed in connection therewith that Benton S. Blackard died on the 22nd day of February, 1991, and was at the time of his death a resident of the City of Martinsville, Virginia, owning an estate of real and personal property located therein; and

It further appearing from the sworn testimony of Douglas K. Frith, one of the subscribing witnesses to said Will, that he and Claudia P. Dalton and James W. Haskins, the other subscribing witnesses to said Will, in the presence of each other and in the presence of the Testator, and at the request of said Testator subscribed their names as witnesses to said Will, and that said Testator in their presence, all being present together, signed and acknowledged said writing as and for his true Last Will and Testament, and that he was then of sound mind and memory and of legal age to make a Will. Whereupon the same is ORDERED to be recorded as and for the true Last Will and Testament of Benton S. Blackard, deceased.

Thereupon came Crestar Bank, formerly known as The First National Bank of Martinsville and Henry County, the named Executor and Trustee under the Last Will and Testament of Benton S. Blackard, and by affidavit waived its right to qualify as such, said waiver being duly executed in writing and made a part of the record in this matter

BK 135PG 684

67 MAY 7 1991

CLERK'S OFFICE
CIRCUIT COURT
MARTINSVILLE, VIRGINIA

#2873

Thereupon came Benton Bray Blackard and Dathne Blackard Barbour, and requested qualification as Co-Administrators C.T.A. and as Co-Trustees of said Will, and it appearing that they are duly qualified, and upon their oath that they would perform duties as Co-Administrators C.T.A. and Co-Trustees of the Estate of Benton S. Blackard, deceased, and entered into and acknowledged bond in the penalty of Seven Million Dollars (\$7,000,000.00), no surety being required per Code of Virginia Section 64.1-121, and conditioned according to law, certificate is hereby granted to Benton Bray Blackard and Dathne Blackard Barbour as Co-Administrators C.T.A. and Co-Trustees of the Estate of Benton S. Blackard, deceased, in due form.

Teste:

Ashby R. Pritchett
Clerk

CLERK'S OFFICE
CIRCUIT COURT
MARTINSVILLE, VIRGINIA

IN TESTIMONY that the foregoing is a true
Copy taken from the records of said Court,
I, Ashby R. Pritchett, Clerk thereof set my hand
and affix the Seal of said Court.

This the 20th day of January 19 99
Ashby R. Pritchett Clerk
Circuit Court, City of Martinsville, VA

BK 135PG685

BK 135 PG 686

Deed Christian Bennett 3/2/64

BENTON S. BLACKARD

FROM: DEED #2715

FINNEY AND BLACKARD, INCORPORATED

THIS DEED, made this 29th day of October, 1963, by and between Finney and Blackard, Incorporated, a corporation organized and existing under the laws of the Commonwealth of Virginia, party of the first part and Benton S. Blackard, party of the second part.

WITNESSETH: That for and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid by the party of the second part to the party of the first part, at and before the sealing and delivery of this deed, and for other good and valuable consideration, the receipt of all of which is hereby acknowledged, the said party of the first part does hereby grant, bargain, sell and convey unto the party of the second part, in fee simple with general warranty of title, all of that certain tract or parcel of land situated on the East side of U. S. Route No. 220 in the Martinsville District of Henry County, Virginia, being known and designated as Tract No. 1, containing 6.936 acres, as shown on map entitled "Map of Property for Finney and Blackard, situated in the Martinsville District of Henry County, Virginia," said map prepared by J. A. Gustin and Associates, dated August 16, 1963 and said map to be recorded in the Henry County Circuit Court Clerk's Office, Henry County, Virginia, in the Current Map Book, and according to said map, Tract No. 1 hereby conveyed is more particularly bounded and described as follows, to-wit:

BEGINNING at an iron stake on the East side of U. S. Route No. 220 at the dividing line between Tract Nos. 1 and 2 and continuing with said dividing line North 49 deg. 42 min. 00 sec. East 500 feet to an iron stake on the rear line; thence continuing with said rear line South 41 deg. 22 min. 00 sec. East 598.49 feet to an iron stake on English Road; thence with said English Road South 49 deg. 52 min. 30 sec. West 375.40 feet to an iron stake, South 37 deg. 36 min. 30 sec. West 111.68 feet to an iron stake; thence with a curve North 88 deg. 30 min. 18 sec. West 40.39 feet to an iron stake on the East side of U. S. Route No. 220; thence with said Highway North 34 deg. 37 min. 07 sec. West 86.01 feet to an iron stake, North 40 deg. 19 min. 45 sec. West 250 feet

to an iron stake, North 41 deg. 22 min. 00 sec. West 257.84 feet to the iron stake at the point of beginning and being all of Tract No. 1 as shown on the above mentioned map, and being part of that same property acquired by the grantor herein by deed from Finney Building & Supply, Incorporated, dated June 12, 1962, and of record in said Clerk's Office in Deed Book 174, page 523, to which deed and map specific reference is hereby made for a more particular description of the property hereby conveyed.

IN WITNESS WHEREOF, Finney and Blackard, Incorporated has caused its name to be signed hereto by Charlie M. Finney, its President, and its corporate seal hereunto affixed by Benton S. Blackard, its Secretary, this the day and year first above written.



FINNEY AND BLACKARD, INCORPORATED

By Charlie M. Finney
Charlie M. Finney, President

ATTEST:

Benton S. Blackard
Benton S. Blackard, Secretary



STATE OF VIRGINIA

CITY OF MARTINSVILLE, to-wit:

I, Christine M. Bennett, a Notary Public, in the State and for the City aforesaid, do hereby certify that Charlie M. Finney and Benton S. Blackard, President and Secretary, respectively of Finney and Blackard, Incorporated, whose names are signed to the foregoing deed, bearing date of October 29, 1963, have each acknowledged the same before me, within my City and State aforesaid.

Given under my hand this 29th day of October, 1963.

My commission expires 5-1-64.

Christine M. Bennett
Notary Public

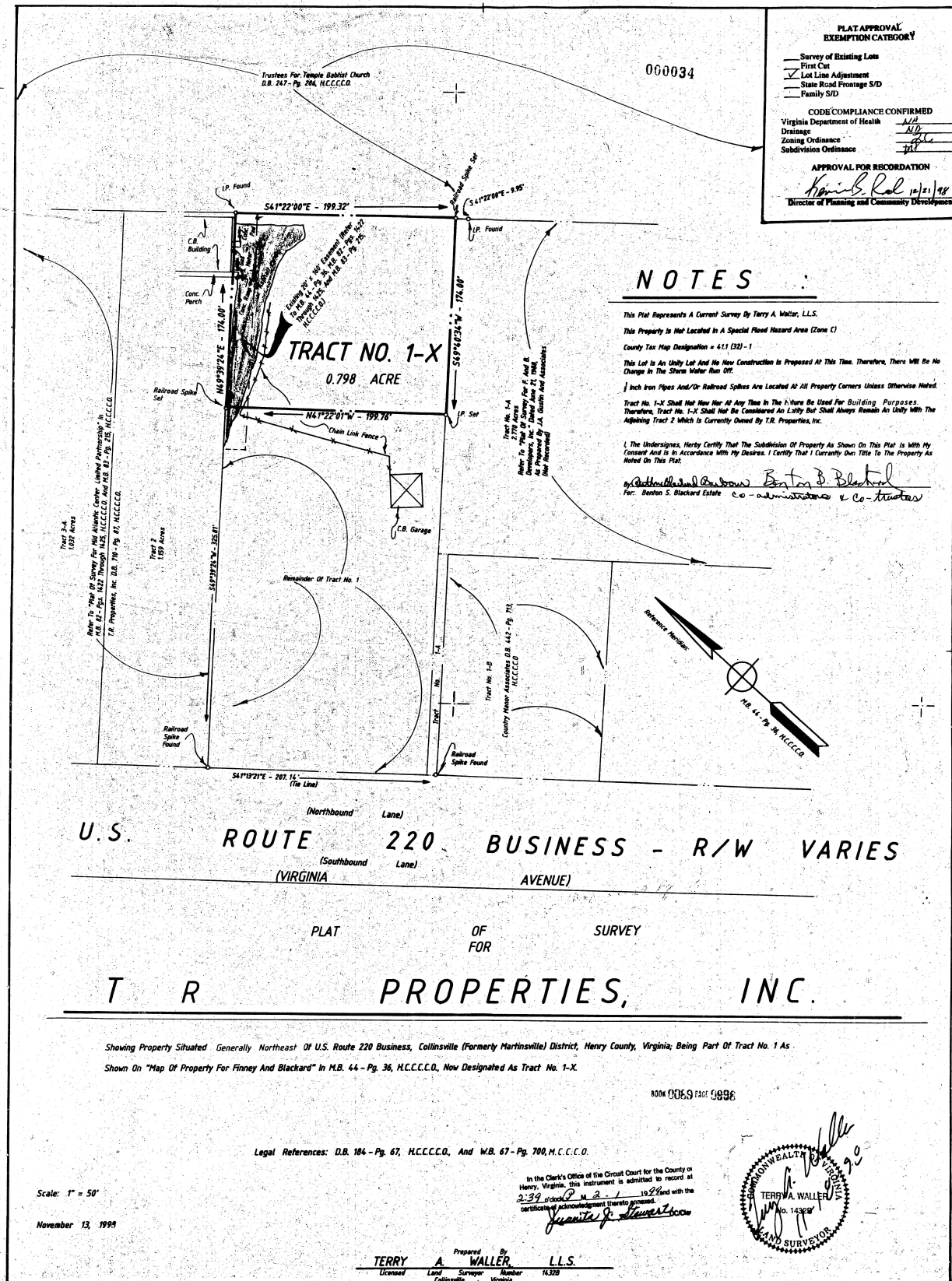
Virginia:-

In Henry County Circuit Court, Clerk's Office

Nov. 4, 1963

This Deed was this day received in this office and upon the annexed certificate of acknowledgement admitted to record at 2:55 o'clock P. M.

Teste: John D. Matthews Clerk.



HENRY COUNTY PUBLIC SERVICE AUTHORITY

In consideration of benefits to accrue unto the grantor herein (all parties signatory hereof being considered as Grantor), by reason of the location, construction, reconstruction, enlargement, inspection, repair and maintenance of a sanitary sewer system, designated as Villa Hts 70-1 being undertaken by the Henry County Public Service Authority, the Grantor hereby grants and conveys unto the said Henry County Public Service Authority, its successors and assignees, with general warranty of title, a perpetual easement 10 feet in width through the land of the Grantor, together with the right of ingress to and egress from the same, for the location, construction, reconstruction, enlargement, inspection, repair and maintenance of a sanitary sewer line or lines if any additional lines be installed within said 10 foot easement, the easement being 5 feet wide on each side of the center line thereof, and said center line being as shown by a set of maps showing the proposed present lines of said project, lodged in the office of the Clerk of the Circuit Court of Henry County, Virginia, and also in the office of the Henry County Public Service Authority, designated as Sanitary Sewerage System. Section 70-1 together with the right to install laterals from the interceptor line or lines if any additional line or lines be installed within said 10 foot easement, and manholes at any point within said 10 foot easement. Also, at any time during construction or reconstruction, but no longer, the easement is to be increased to a width of 40 feet, that is to say, 20 feet on each side of the center line of said easement. The land affected by this easement is identified as follows, to-wit:

That certain piece property located on the N. E. Side of U. S. Rt. 220 in the Villa Hgts. area of the Martinsville Magisterial District of Henry County identified as Tract # 1 and being the same property conveyed to the grantor herein dated 29 October 1963 from Finney and Blackard Inc., recorded in the Henry County Court Clerks Office in Deed Book 184, Page 67.

Witness the following signatures and seals, this 25 day of

MARCH, 1967 1971
Finney & Blackard Inc. (SEAL)
Finney & Blackard (SEAL)
 _____ (SEAL)
 _____ (SEAL)

STATE OF VIRGINIA

County OF Henry to-wit:

I, W A Moore, a Notary Public in and for the State and County aforesaid, do hereby certify that B. & Blackard & Finney B. Blackard

whose names are signed to the foregoing writing bearing date of March 25, 1967, have each this day personally appeared before me in my State and County or City aforesaid and acknowledged the same.

Given under my hand this 25 day of March, 1967
 My commission expires 3-5-74

W A Moore
 NOTARY PUBLIC

Attest to the Clerk's Office of the Circuit Court of Henry
County, Georgia, that this deed was this 21st day of October, 1921, upon the presentation of
acknowledgment thereon annexed, admitted to record, at 12
o'clock M., after payment of \$ tax imposed
by Sec. 58-54 (L).
Teste: John H. Matthews Clerk.

Notary Public for Georgia. My Comm. Expires 12-31-22

3480

Henry County Circuit Court, Clerk's Office

Oct 21 19 21

This case was this day received in this office

and recorded in

Book No. 231 Page 603

Teste

John H. Matthews

10/21/21
J.H.