City of Martineville Property Location 1515 CHURCH ST EXT Man ID 34 (03)H /15 Account # 000468200 Vision ID 3939

Property Loca	tion 151	5 CHURCH ST	EXT		Map ID 34 (03)H /15				,	Account	# C	0046820	0	Vis	sion ID 393				rtinsvil : 9:04:09 F	
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Plat Ref MB 11 Land Acres 0. Land SF 28,11 Assoc. Parcel	645 Zo 4 Pro Dis	assification 03: ning R-N op Use 03:I strict APTS:Ap	Multi-Family partments	1ST FUS	1st Floor Finished Upper Story			4,930 4,930		4,93 4,93		4,9		42.11 36.71		7,602 0,989	Net Other A AYB Effective You Condition Remodel R	ear Built		-2,000 1971 1988 E	
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Model	03	Multi-Family															Functional				
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Stories	2.00				OB - OUTBUILDII	VG & YA	RD ITE	MS(L)	/ EF	- BUI	LDING	EXT	TRA FEA	TURE	S(B)		Adjustment			1	
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Roof Structure	00	TYPICAL															RCNLD			0	
Roof Cover Interior Wall 1	09	DRY WALL															% Good Ov	/rd		100	
Interior Floor 1	11	UNKNOWN															% Good Ov		ment	100	
Exterior Cond	00	Typical															Misc Imp C				
Central Heat	00	No															Misc Imp C		ment		
Central AC	00	No															Cost to Cu				
Bedrooms	0																Cost to Cu	re Ovr C	omm.		
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SEPTIC

N No

VIEW

N No

LOCATION

G Good



Primary Order Information

State

County / Town

Henry

Order Type

Residential Buy/Sell

Application No.

10554222

Application Date / Time

06/10/2022

Contact User Name

Becky Kelley

Company

Professional Title Associates

Agent's Reference Number: 46-52

Company Phone

540-725-1558

Sales Rep

Brand

Fidelity National Title Insurance Company

Customer Reference No.

Additional Reference No.

BackTitle No.

Smartview Order No.

[SmartviewOrderNumber]

Seller / Owner

T R Properties INC

Buyer / Borrower

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

Property(ies)

Street No:

Loan No. 1:

1515

Street Name:

Church St Ext

City:

Martinsville

State:

VA

Tax ID / Parcel No./Plan:

000468200; 34 (03)H /15

New Construction:

No

New Plat:

No

Vacant Land:

No

Torrens:

No

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

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

Requested Product(s)

Name: Title Search Report - Due Date: 06/22/2022

Comments:

SUMMARY OF TITLE EXAMINATION

CURRENT OWNER: TR Properties, Inc. TAXES: 2021 Parcel #: 200 468200 Takes are in Paid Delinquent Due for 6/5/22 Impro: 236,000 Total: 250,000 Tota	FILE NO. 10554222 ADDRESS: 1515 Church St Ext.
TAXES: 2021 Parcel #:	
Lot 2 cent 28 14 sq.ft Known as the Chateau Terrace Apartments Martinsville City Unginic	TAXES: 202 Parcel #: COO 468200 Land: 20,000 Taxes are № Paid □ Delinquent □Due for 6/5/22 Impro: 230,000 Next Due 12/5/22 Total: 250,000 Exception is made to real estate taxes. Please verify taxes with Treasurer @(276) 403-5242
Lot 2 cent 28 14 sq.ft Known as the Chateau Terrace Apartments Martinsville City Unginic	LEGAL DESCRIPTION:
DEED(S) OF TRUST: (1) None Found If none found, please verify prior to closing in case of mis-indexing 1. Ref. 1000 214 Dated: 130 14 Rec. 12/30 14 Amt. 5,800,000. Lender: Arwition National Bank't Toet 6. Truste:	Lot 2 cent 28, 114 saft Known as the Chateau Terrace Apartments Martinsville City, Virginia Maps: PER (1) Subdivision Plat () or Survey () DESCRIBED AS FOLLOWS:
1. Ref. 190001214 Dated: 2/30/19 Rec. 12/30/19 Amt. 5/800,000 Lender: American National Bankt Trust 6. Trustee: Clement Uheatley Note: Asgust LR 190001215 * Secures Multiple pepulite 2. Ref. Dated: Rec. Amt. Lender: Trustee: Note: Support Color of Statements: (**) Buyer: (**) N/A (**)	<u> </u>
Recorded:in	1. Ref: 190001214 Dated: 12/30/19 Rec. 12/30/19 Amt. 5,800,000 Lender: American National Bank's Trust'6. Trustee: Clement & Wheatley Note: Asgunt LR@ 190001215 * Secures Multiple pepulis 2. Ref: Dated: Rec. Amt. Lender: Trustee: Note: Note: Superior Note: Secures Multiple pepulis JUDGMENTS: (*) Buyer: (*) N/A (*)
Violated:	RESTRICTIONS: ()
EASEMENTS: (6) 1. Matters of survey(s) above 2.	Recorded:inAmended:
1. Matters of survey(s) above 2	Violated: Setbacks:
3	
OTHER MATTERS: (16) Back Title information relied upon from Policy/Case # 201101123 R0 8230646-224725366	
9903708 R0 Back Title information relied upon from Policy/Case # 201101123 R0 /8230646-224725366	
Back Title information relied upon from Policy/Case # 201101123 RO / 8230646-224725366	OTHER MATTERS: ()
SEARCH PERIOD: $NL_1 60$ V/s TO: $6/24/22$ @8:00am EHE 06/20120	Back Title information relied upon from Policy/Case # <u>261101123 RO /8230646-2247253</u> 66

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

Property	
Location	
151	
15 CHURCI	
CH ST	
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Half Baths	Element CONSTRUCTION DETAIL Element Cd Description Style 03 Multi-Family Model 03 Multi-Family Grade C AVERAGE Stories Foundation Typ 04 C/B Exterior Wall 1 11 BRICK Roof Structure 00 TYPICAL Interior Wall 1 11 BRICK Exterior Wall 1 11 UNKNOWN Exterior Cond 00 Typical Central AC 00 No Bedrooms 0 No	# Of Parcels 1 Year Built 1971 Plat Ref MB 11-172 Classification 03:Multiple Famil Land Acres 0.645 Zoning R-N Land SF 28,114 Prop Use 03:Multi-Family Assoc. Parcel District APTS:Apartments	/2021 Asso	Property Location 1515 CHURCH ST EXT CURRENT OWNER T R PROPERTIES INC LESTER LOUISE R PO BOX 3565 T R PROPERTIES INC LESTER VICTOR A, T
197 FUS (4,930 sf) 170	Til Gross Liv / Lease Area OB - OUTBUILDING & YARD ITEMS(L) / EF - BUILDING Code Description La Size Rate 003 OB-APARTMENT L 10 23000	2 STR BR APTS - 10 UNITS BUILDING SUB-AREA SUMMARY 3 UB Description LIVING GROS T 1st Floor 4,930 4,930 US Finished Upper Story 4,930 4,930	LEGAL DESCRIPTION PRE LOT 2 BLDG DESCRIPTION 2020 20 20 20 20 20 20 20 20 20 20 20 2	Map ID 34 (03)H /15 RECORD OF OWNERSHIP RUST"
	9,860 9,228 BUILDING EXTRA FEATURES(B) Rate % Dep Qu Adj Apprais Val 23000.00 100 1.00 0.00 230,000	250000Total	EVIOUS ASSESSMENTS EFFECTIVE Code Assessed Year Code 200 230000 2020 200 200 20000 2000 200	Account # 000468200 Vision ID 3939 DEED BOOK 10 10 10 10 10 10 10 1
		250000 Total 250000 COST / MARKET VALUATION Base Rate 57.00 Rcn 386,591 Net Other Adj -2,000 AYB 1971 Effective Year Built 1988 Condition E Remodel Rating	JULY 1st OF ASSESSMENT YEAR Assessed Year Code Assessed 2019; 200 2 2	Print Date 4/27/2022 9:04:09 PM SALE DATE Q/U SALE PRICE VC 05-28-1999 Q 220,000 2 01-21-1994 U 0 0 12-29-1986 U 0 0



Real Estate All Bills

Parcel ID	000468200
Location	1515 CHURCH ST EXT

Real Estate

Real Estate	2				
Bill	Туре	Year	Owner	Paid	
7695	REGULAR/ORIGINAL	1999	T R PROPERTIES INC	Paid	View Bill
16574	REGULAR/ORIGINAL	2000	T R PROPERTIES INC	Paid	View Bill
7725	REGULAR/ORIGINAL	2001	T R PROPERTIES INC	Paid	View Bill
16616	regular/original	2002	T R PROPERTIES INC	Paid	View Bill
7698	regular/original	2003	T R PROPERTIES INC	Paid	View Bill
7665	REGULAR/ORIGINAL	2004	T R PROPERTIES INC	Paid	View Bill
7625	regular/original	2005	T R PROPERTIES INC	Paid	View Bill
7625	REGULAR/ORIGINAL	2006	T R PROPERTIES INC	Paid	View Bill
7611	REGULAR/ORIGINAL	2007	T R PROPERTIES INC	Paid	View Bill
7619	REGULAR/ORIGINAL	2008	T R PROPERTIES INC	Paid	View Bill
7960	REGULAR/ORIGINAL	2009	T R PROPERTIES INC	Paid	View Bill
7959	REGULAR/ORIGINAL	2010	T R PROPERTIES INC	Paid	View Bill
7961	REGULAR/ORIGINAL	2011	T R PROPERTIES INC	Paid	View Bill
7956	REGULAR/ORIGINAL	2012	T R PROPERTIES INC	Paid	View Bill
7925	REGULAR/ORIGINAL	2013	T R PROPERTIES INC	Paid	View Bill
7930	REGULAR/ORIGINAL	2014	T R PROPERTIES INC	Paid	View Bill
7913	REGULAR/ORIGINAL	2015	T R PROPERTIES INC	Paid	View Bill
7900	REGULAR/ORIGINAL	2016	T R PROPERTIES INC	Paid	View Bill
7890	REGULAR/ORIGINAL	2017	T R PROPERTIES INC	Paid	View Bill
7890	REGULAR/ORIGINAL	2018	T R PROPERTIES INC	Paid	View Bill
7867	REGULAR/ORIGINAL	2019	T R PROPERTIES INC	Paid	View Bill
7721	REGULAR/ORIGINAL	2020	T R PROPERTIES INC	Paid	View Bill
7723	REGULAR/ORIGINAL	2021	T R PROPERTIES INC	Paid	View Bill



Real Estate

View Bill		View bill image
As of	7/11/2022	
Bill Year	2021	
Bill	7723	
Owner	T R PROPERTIES INC	
Parcel ID	000468200	

Installment	Pay By	Amount	Payments/Credits	Balance	Interest	Due
1	12/6/2021	\$1,299.69	\$1,299.69	\$0.00	\$0.00	\$0.00
2	6/6/2022	\$1,299.69	\$1,299.69	\$0.00	\$0.00	\$0.00
TOTAL		\$2,599.38	\$2,599.38	\$0.00	\$0.00	\$0.00

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T R PROPERTIES, INC., A VIRGINIA CORPORATION

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

FROM: DEED

LOUISE R. LESTER, Widow

1039

THIS DEED, made this 28th day of May, 1999, by and between Louise R. LESTER, widow, party of the first part and Grantor 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 Grantor by the Grantee and other good and valuable consideration, the receipt of all of which is hereby acknowledged, the Grantor does 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 land, together with all improvements thereon and appurtenances thereunto appertaining, known as the Chateau Terrace Apartments property located at 1515 Church Street Extension in the City of Martinsville, Virginia and being more particularly described as Lot #2, containing 28,114 square feet as shown on a Revision Plat Victor A. Lester prepared by Marvin E. Scearce, C.L.S., on May 3, 1971, which map is of record in the Clerk's Office of the City of Martinsville, Virginia in Map Book 11, page 172 and is hereby incorporated by reference and made a part hereof."

ALSO QUITCLAIMED AND CONVEYED herein are all interest, rights and title acquired by the Grantor from Crestar Bank, Trustee, in and to the 15-foot alley shown on the aforesaid Map.

This is the same property conveyed to Louise R. Lester by deed dated January 21, 1994, from Crestar Bank, Trustee, recorded in Deed Book 221, page 504 of the Martinsville Circuit Court Clerk's Office.

Reference is here made to the foregoing deed, plat and the references therein contained for a more complete description of

the property hereby conveyed.

WITNESS the following signature and seal on this the day and year first above written:

_(SEAL)

STATE OF VIRGINIA

CITY OF MARTINSVILLE, TO-WIT:

____, a Notary Public in the State and for the City aforesaid, do hereby certify that Louise R. Lester, widow, whose name is signed to the foregoing writing bearing date of the 28th day of May, 1999, has acknowledged the same before me within my City and State aforesaid.

Given under my hand this Asthday of May

1999.

My Commission expires:__

(SEAL)

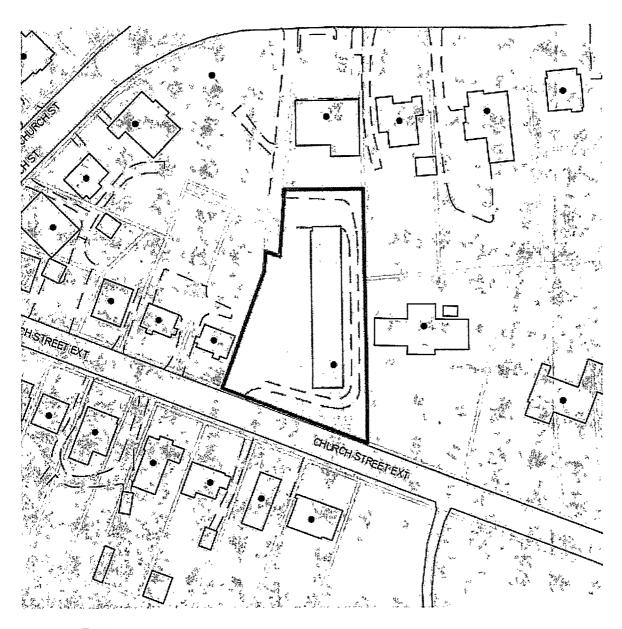
INSTRUMENT #9901039

RECORDED IN THE CLERK'S OFFICE OF
MARTINSVILLE ON
MAY 28, 1999 AT 11:48AM
\$220.00 GRANTOR TAX WAS PAID AS
REQUIRED BY SEC 58.1-802 OF THE VA. CODE
STATE: \$110.00 LOCAL: \$110.00
ASHBY R. PRITCHETT, CLERK

JAMES H FORD

272 PAGE 326 BOOK

Property Report - City of Martinsville



Current Data:

Property ID: 000468200 Tax Map Number: 34 (03)H /15

Owner: TR PROPERTIES INC

Address: PO BOX 3565 City/State/Zip: MARTINSVILLE VA

Deed/Page: DB 272/325 Legal Description: LOT 2 Aquired Date: NA Consideration: \$220000.00

Year Built: 1971 Property Desc: 2 STR BR APTS - 10 UNITS Above Grade Sq Ft: 9860

Acres: 6 Zoning: R-N

Land Value: \$20000.00 Building Value: \$230000.00 Total Value: \$250000.00

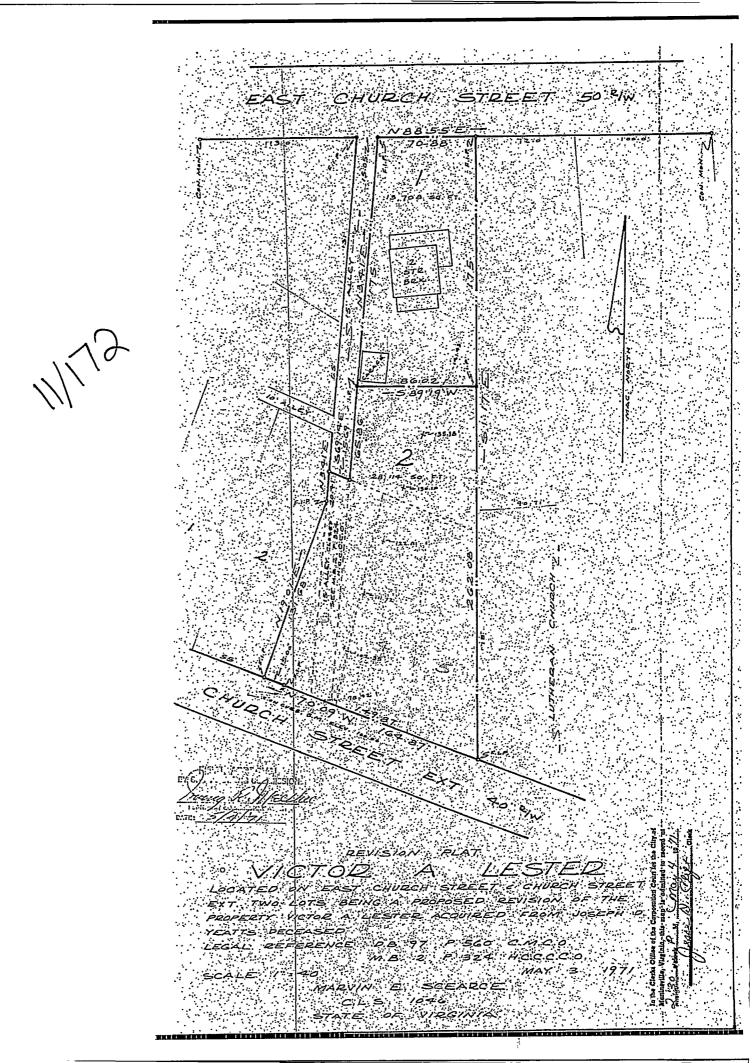
Previous Data:

Owner: LESTER LOUISE R

Aquired Date: NA Deed/Page: DB 221/564 Consideration: \$0.00

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.



Martinsville City Value \$ 0,804.000.00
Henry County Value \$ 1,566,000.00
Pittsylvania County Value \$ 0,030,000.00

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

i.

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

Page 1



LR190001214



DEED OF TRUST

THIS IS A CREDIT LINE DEED OF TRUST

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

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

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

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

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

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

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

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

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

Loan No: 5001258507

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

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

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

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

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

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

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, (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.

Nulsance, 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

Loan No: 5001258507

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

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

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

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

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

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

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

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

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

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

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

Loan No: 5001258507

Grantor shall procure and maintain policies of fire insurance with Maintenance of Insurance. 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 falls 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 falls to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Grantor's fallure 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

Loan No: 5001258507

DEED OF TRUST (Continued)

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

Loan No: 5001258507

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 malling 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, filling, 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

Loan No: 5001258507

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 filling 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

Loan No: 5001258507

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.

Loan No: 5001258507

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.

Walver of Homestead Exemption. Grantor hereby releases and walves 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

Loan No: 5001258507

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..

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.

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.

The words "Related Documents" mean all promissory notes, credit Related Documents. 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

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.

Loan No: 5001258507

Page 12

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 TRU (Continued)	· -
GRANTOR:		
T R PROPERTIES, INC.		
Theofilos & Balabanis, Pres	(Seal) ident of T R PROPERTIES	5 ₁
C	ORPORATE ACKNOW	LEDGMENT
STATE OF Virginia)
COUNTY OF City of MC	artinsville) ss)
On this day of the undersigned Notary Public, personal through the day of the	ay of Doc. onally appeared Theofilos n authorized agent of the Trust to be the free and viewolution of its board of citate the contract of	G. Balabanis, President of T R PROPERTIES, corporation that executed the Deed of Trust roluntary act and deed of the corporation, by directors, for the uses and purposes thereined to execute this Deed of Trust and in fact
expured layer	Re:	siding at Henry County
January Joyce Commonwealth o Notary Pub Commission No. My Commission Expires Ju	Rigney My f Virginia lic 7609981	y commission expires L_0 30(3088) y registration number is L_0 998)

SCHEDULE "A"

T R Properties, Inc. .

TRUST DEED DATED December 30, 2019

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

This Refinance Deed of Trust is recorded under the provisions of Virginia

Code Section 58.1-803(e). The original Deed of Trust was recorded as Instrument
INSTRUMENT 190001214

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

All state tax collected in Martinsville City.



LR190001215

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

Parcel ID No(s): 010960000, 000210200, 059690000, 000990306, 000468200 & 2329-22-8839
Page 1



ASSIGNMENT OF RENTS

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

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

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

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

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

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

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

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

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

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

Loan No: 5001258507

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

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that:

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

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

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

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

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

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

Loan No: 5001258507

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

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

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

Other Defaults. Borrower or Grantor falls 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.

Loan No: 5001258507

insecurity. Lender in good faith believes itself insecure.

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

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

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

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

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

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

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

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

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

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

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

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

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

Loan No: 5001258507

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

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

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

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

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

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

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

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

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

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

Page 6

ASSIGNMENT OF RENTS (Continued)

Loan No: 5001258507

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Loan No: 5001258507	ASSIGNMENT OF REN (Continued)	TS Page 7
GRANTOR:		
T R PROPERTIES, INC.		
By: Theofilos G. Balabanis, Pre INC.	(Seal) sident of T R PROPERTIES,	
	CORPORATE ACKNOWLED	GMENT
INC., and known to me to be of RENTS and acknowledged corporation, by authority of its purposes therein mentioned, and in fact executed the Assign By Out Output Ou	an authorized agent of the corporation of the corporation of the Assignment to be the free Bylaws or by resolution of its don oath stated that he or she is ment on behalf of the corporation. Residing	at Henry County mission expires Lot 30/8088
Commonwo Nota Commissio	inyes Rightsy earling My regises the 30-2000 in No. 7609981	stration number is MoD9981

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TR Properties, Inc.

TRUST DEED DATED December 30, 2019

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

This Refinance Deed of Trust is recorded under the provisions of Virginia

Code Section 58.1-803(e). The original Deed of Trusts was recorded as Instrument

Number LR140002054.

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

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

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

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

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

This Refinance Deed of Trust is recorded under the provisions of Virginia

Code Section 58.1-803(e). The original Deed of Trust was recorded as Instrument

INSTRUMENT 190001215

RECORDED IN THE CLERK'S OFFICE OF

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

CHAINLINK #	City/County of Martins ville Virginia.
Louise R. Lester Widow	Reference #: 270/325 Type of Instrument: Deed Dated: 5-38-99 Consideration: \$10.00 et al Qtker: \$100.00
Grantors TR Properties, Inc. a VA Corp. Tin C J/T TbyE w/ROS FS HS Corp LLC LP Grantees	Estate Conveyed: Fee Other: Whole or Undivided Interest: Warranties: None Special General wæng. Cov. Adequate Granting Clause: Yes No Signed a sealed by all Grantors? Yes No Acknowledged properly by all grantors: Yes No Date of Acknowledgment: 5-28-99 Before whom? NP Other: Did certifying official affix a seal? Yes No Was Notary's Commission in effect? Yes No Recorded: 5-28-99 Restrictions and other matters:
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Adversing Period from <u>5-28-99</u> to <u>CWWP</u> DB/PG NST# Type Description	Source: <u>221/509</u>
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LR 0001011 Type: DTCL 6/30/2000 Pages: 5 Sat. 7/8/020 Description: E/SIDE MAPLE STREET LOT 38 AND PART LOT 37 & File: 1 Change: 0 Book: Page: Name Type: Grantor Pin or Map: Reverse Party: PATRICK HENRY NATIONAL BANK LR 0101249 Type: DBS 8/3/2001 Pages: 2 Description: W/SIDE MOUNTAIN ROAD LOT 22 File: 1 Change: 0 Book: Page: Name Type: Grantor Pin or Map: 27 2 22 Reverse Party: BURGESS, AGNELLA N LR 0101348 Type: DOT 8/22/2001 Pages: 7 Description: 1414 MOUNTAIN ROAD & PP Ust 22 ag 6101250 File: 1 Change: 0 Book: Page: Name Type: Grantee Pin or Map: 27 2 22 Reverse Party: BURGESS, AGNELLA N Sat. 9/27/07 e 0701527 LR 0201048 Type: DTCL 5/28/2002 Pages: 32 Description: File: 1 Change: 0 Book: Page: Name Type: Grantor Pin or Map: 30 11 60H Reverse Party: BRANCH BANKING AND TRUST **COMPANY OF VIRGINIA** LR 0201049 Type: ASGMTLR 5/28/2002 Pages: 31 Description: TRACT A, B, C, BEAVER STREET .33 ACRES & .6 A File: 1 Change: 0 Book: Page: Pin or Map: 30 11 60B 60E 60F Name Type: Grantor Reverse Party: BRANCH BANKING AND TRUST **COMPANY OF VIRGINIA** LR 0201089 Type: CS 6/3/2002 Pages: 1 Description: DB 272 PG 333 File: 1 Change: 0 Book: Page: Pin or Map: 34 3 H 15 Name Type: Grantee Reverse Party: FORD, JAMES H LR 0201089 Type: CS 6/3/2002 Pages: 1 Description: DB 272 PG 333 File: 1 Change: 0 Book: Page: Name Type: Grantor Pin or Map: 34 3 H 15 Reverse Party: TR PROPERTIES INC LR 0201141 Type: CS 6/10/2002 Pages: 1 Description: DB 275 PG 45 File: 1 Change: 0 Book: Page: Name Type: Grantee Pin or Map: 34 3 H 13 Reverse Party: BB&T LR 0201141 Type: CS 6/10/2002 Pages: 1 Description: DB 275 PG 45 File: 1 Change: 0 Book: Page: Pin or Map: 34 3 H 13 Name Type: Grantor Reverse Party: TR PROPERTIES INC LR 0201142 Type: CS 6/10/2002 Pages: 1 Description: DB 272 PG 327 File: 1 Change: 0 Book: Page: Pin or Map: 34 3 H 15 Name Type: Grantee Reverse Party: BB&T

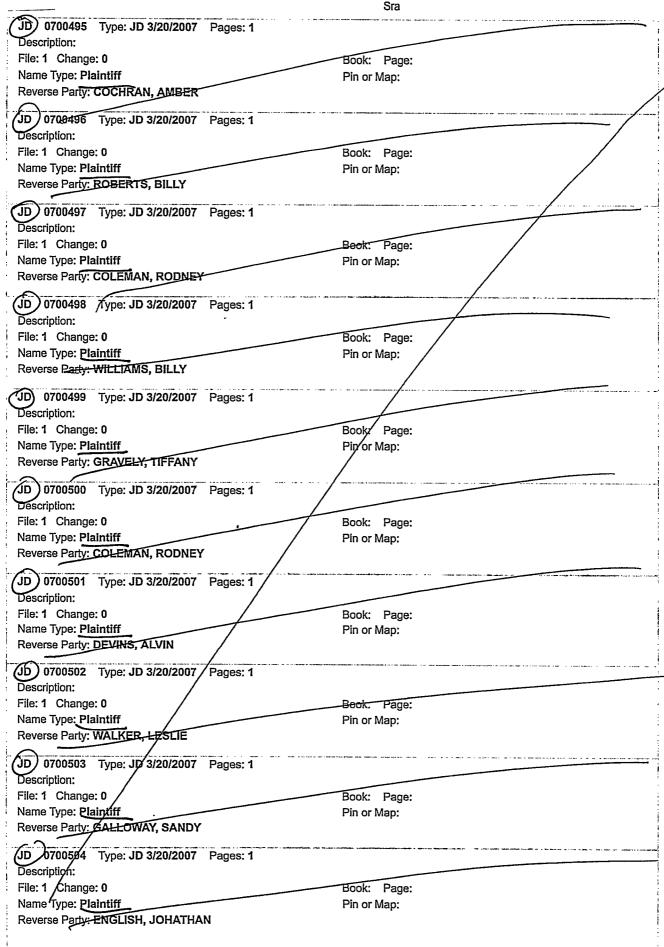
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Reverse Party: HANCE, JOHN P	i iii oi iiiapi o'i o D Lo	
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LR 1200509 Type: DBS 5/10/2012 Pages: 3	•	
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Reverse Party: FIRST CITIZENS BANK & TRUST		
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Rel 4/18/16@ LR 1300099 Type: ASGMTLR 1/31/2013 Pages: 10 Description: 1600345 File: 1 Change: 0 Book: Page: Name Type: Grantor Pin or Map: 32 1 L 3 Reverse Party: FIRST CITIZENS BANK & TRUST **COMPANY** LR 1300122 Type: CS 2/5/2013 Pages: 2 Description: LR1201290 File: 1 Change: 0 Book: Page: Name Type: Grantee Pin or Map: 32 1 L 3 Reverse Party: MERRICKS, OBADIAH R; JR LR 1300122 Type: CS 2/5/2013 Pages: 2 Description: LR1201290 File: 1 Change: 0 Book: Page: Pin or Map: 32 1 L 3 Name Type: Grantor Reverse Party: TR PROPERTIES INC LR 1400556 Type: RFDT 6/26/2014 Pages: 19 Sat 5/12/20 Description: 706 MEMORIAL BLVD N & PP LR0700838 File: 1 Change: 0 Book: Page: @ 2020 00417 Name Type: Grantor Pin or Map: 30 11 60 B 60E 60F Reverse Party: AMERICAN NATIONAL BANK AND TRUST COMPANY LR 1400557 Type: ASGMTLR 6/26/2014 Pages: 13 Description: 706 MEMORIAL BLVD N File: 1 Change: 0 Book: Page: Pin or Map: 30 11 60B 60E 60F Name Type: Grantor Reverse Party: AMERICAN NATIONAL BANK AND TRUST COMPANY LR 1400679 Type: CS 8/8/2014 Pages: 1 Description: LR0700838 File: 1 Change: 0 Book: Page: Pin or Map: 30 11 60B 60E 60F 60 Name Type: Grantee Reverse Party: CARTER BANK AND TRUST LR 1400679 Type: CS 8/8/2014 Pages: 1 Description: LR0700838 File: 1 Change: 0 Book: Page: Name Type: Grantor Pin or Map: 30 11 60B 60E 60F 60 Reverse Party: TR PROPERTIES INC LR 1400804 Type: RFDT 9/17/2014 Pages: 13 Sat. 3/2/20 @ Description: 320 WEST COMMONWEALTH BLVD & PP LR0900339 202000210 File: 1 Change: 0 Book: Page: Pin or Map: 21 1 N11 Name Type: Grantor Reverse Party: RIVER COMMUNITY BANK NA LR 1400856 Type: ASGMTLR 10/7/2014 Pages: 9 Description: 320 WEST COMMONWEALTH BLVD Book: Page: File: 1 Change: 0 Pin or Map: 21 1 N11 Name Type: Grantor Reverse Party: RIVER COMMUNITY BANK NA LR 1400919 Type: CS 10/27/2014 Pages: 1 Description: LR0900339 File: 1 Change: 0 Book: Page: Pin or Map: 21 1 N 11 Name Type: Grantor Reverse Party: TR PROPERTIES INC

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LR 1600493 Type: DBS 6/6/2016 Pages: 3 Description: 111 MAPLE STREET File: 1 Change: 0 Book: Page: Name Type: Grantor Pin or Map: 33 3 P 6 Reverse Party: HUNT, DEXTER LEWIS; SR LR 1600494 Type: DOT 6/6/2016 Pages: 6 Description: 111 MAPLE STREET Foreclosure 1 File: 1 Change: 0 Book: Page: Name Type: Grantee Pin or Map: 33 3 P 6 Reverse Party: HUNT, DEXTER LEWIS; SR LR 1600964 Type: DBS 10/13/2016 Pages: 3 Description: E/S PRINCETON STREET LOT 15 BLOCK 7 File: 1 Change: 0 Book: Page: Name Type: Grantor Pin or Map: 43 7 15 Reverse Party: WOODSON, YEWBEE LR 160001153 Type: DBS 12/15/2016 Pages: 3 Description: W/S BANKS ROAD NORTH 1/2 LOT 16A AND 17A File: 1 Change: 0 Book: Page: Name Type: Grantee Pin or Map: 16 7 16A 17A Reverse Party: CARTER, CATHY PEGRAM LR 160001154 Type: DBS 12/15/2016 Pages: 3 Description: W/S BANKS ROAD SOUTHERN 1/2 LOT 16A & 17A File: 1 Change: 0 Book: Page: Name Type: Grantee Pin or Map: 16 7 16B 17B Reverse Party: CARTER, CATHY PEGRAM LR 170000205 Type: OTHER 3/8/2017 Pages: 1 Description: TERMINATION OF SECURITY INSTRUMENT File: 1 Change: 0 Book: Page: Name Type: Grantee Pin or Map: 33 3 P 19 Reverse Party: BRANCH BANKING AND TRUST COMPANY LR 170000205 Type: OTHER 3/8/2017 Pages: 1 Description: TERMINATION OF SECURITY INSTRUMENT File: 1 Change: 0 Ca 1200511 Book: Page: Name Type: Grantor Pin or Map: 33 3 P 19 Reverse Party: TR PROPERTIES INC LR 170000206 Type: CS 3/8/2017 Pages: 1 Description: LR1200510 File: 1 Change: 0 Book: Page: Name Type: Grantor Pin or Map: 33 3 P 19 Reverse Party: TR PROPERTIES INC LR 170000206 Type: CS 3/8/2017 Pages: 1 Description: LR1200510 File: 1 Change: 0 Book: Page: Name Type: Grantee Pin or Map: 33 3 P 19 Reverse Party: BB&T (JD) 170000202 Type: JD 3/14/2017 Pages: 1 Description: File: 1 Change: 0 Book: Page: Pin or Map: Name Type: Plaintiff Reverse Party: LEDEZMA, ROSA

Book: Page:

Pin or Map: 000498400

Reverse Party: MARTINSVILLE DUPONT CREDIT UNION

File: 1 Change: 0

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LR 202000036 Type: CS 1/13/2020 Pages: 1 Description: LR1500681 File: 1 Change: 0 Book: Page: Name Type: Grantor Pin or Map: 000498400 Reverse Party: TR PROPERTIES INC LR 202000037 Type: CS 1/13/2020 Pages: 1 Description: LR1500682 File: 1 Change: 0 Book: Page: Name Type: Grantee Pin or Map: 000498400 Reverse Party: MARTINSVILLE DUPONT CREDIT UNION LR 202000037 Type: CS 1/13/2020 Pages: 1 Description: LR1500682 File: 1 Change: 0 Book: Page: Name Type: Grantor Pin or Map: 000498400 Reverse Party: TR PROPERTIES INC LR 202000055 Type: CS 1/16/2020 Pages: 1 Description: LR1100924 File: 1 Change: 0 Book: Page: Name Type: Grantee Pin or Map: 000204800 Reverse Party: BRANCH BANKING AND TRUST COMPANY LR 202000055 Type: CS 1/16/2020 Pages: 1 Description: LR1100924 File: 1 Change: 0 Book: Page: Name Type: Grantor Pin or Map: 000204800 Reverse Party: TR PROPERTIES INC LR 202000210 Type: CS 3/2/2020 Pages: 1 Description: LR1400804 File: 1 Change: 0 Book: Page: Name Type: Grantor Pin or Map: 000990306 Reverse Party: TR PROPERTIES INC LR 202000210 Type: CS 3/2/2020 Pages: 1 Description: LR1400804 File: 1 Change: 0 Book: Page: Name Type: Grantee Pin or Map: 000990306 Reverse Party: BLUE RIDGE BANK NA LR 202000415 Type: CS 5/12/2020 Pages: 1 Description: LR1100423 File: 1 Change: 0 Book: Page: Name Type: Grantee Pin or Map: 000468200 Reverse Party: AMERICAN NATIONAL BANK & TRUST LR 202000415 Type: CS 5/12/2020 Pages: 1 Description: LR1100423 File: 1 Change: 0 Book: Page: Name Type: Grantor Pin or Map: 000468200 Reverse Party: TR PROPERTIES INC LR 202000416 Type: CS 5/12/2020 Pages: 1 Description: LR1100422 File: 1 Change: 0 Book: Page: Pin or Map: 000468200 Name Type: Grantor Reverse Party: TR PROPERTIES INC

LR 202000416 Type: CS 5/12/2020 Pages: 1 Description: LR1100422 File: 1 Change: 0 Book: Page: Name Type: Grantee Pin or Map: 000468200 Reverse Party: AMERICAN NATIONAL BANK & TRUST LR 202000417 Type: CS 5/12/2020 Pages: 1 Description: LR1400556 File: 1 Change: 0 Book: Page: Name Type: Grantee Pin or Map: 000584200 Reverse Party: AMERICAN NATIONAL BANK & TRUST LR 202000417 Type: CS 5/12/2020 Pages: 1 Description: LR1400556 File: 1 Change: 0 Book: Page: Name Type: Grantor Pin or Map: 000584200 Reverse Party: TR PROPERTIES INC LR 202000675 Type: DBS 8/4/2020 Pages: 5 Description: E/S MAPLE STREET LOT 40 File: 1 Change: 0 Book: Page: Name Type: Grantee Pin or Map: 000020900 Reverse Party: FALLOON, LEROY DEAN LR 202100811 Type: DBS 7/7/2021 Pages: 3 Description: LOT 20R GRAVELY STREET File: 1 Change: 0 Book: Page: Name Type: Grantor Pin or Map: 000210200 Reverse Party: WISE DEVELOPMENTS LLC LR 202100812 Type: DPR 7/7/2021 Pages: 5 Description: LR190001214 Rel. 32 Bridge St File: 1 Change: 0 Book: Page: Name Type: Grantor Pin or Map: 000210200 Reverse Party: TR PROPERTIES INC LR 202100812 Type: DPR 7/7/2021 Pages: 5 Description: LR190001214 File: 1 Change: 0 Book: Page: Name Type: Grantee Pin or Map: 000210200 Reverse Party: AMERICAN NATIONAL BANK & TRUST COMPANY LR 202100813 Type: CPS 7/7/2021 Pages: 2 Description: 32 BRIDGE STREET LR190001215 File: 1 Change: 0 Book: Page: Name Type: Grantor Pin or Map: 000210200 Reverse Party: TR PROPERTIES INC LR 202100813 Type: CPS 7/7/2021 Pages: 2 Description: 32 BRIDGE STREET LR190001215 File: 1 Change: 0 Book: Page: Name Type: Grantee Pin or Map: 000210200 Reverse Party: AMERICAN NATIONAL BANK AND TRUST COMPANY

P.O. Drawer 2687

Chapel Hill, North Carolina 27515-2687

POLICY OF TITLE INSURANCE (06-17-06)

This Policy is not complete without appropriate Schedules and corresponding Jacket unless otherwise agreed in writing.

SCHEDULE A

Policy No.: 201101123RO Policy Date: 04/29/2011 Time: 01:25

LENDER LOAN NUMBER: 1435254050

Amount of Insurance: \$2,235,000.00

.235,000.00 Premium: \$2,235.00

Address Reference: 1515 E. Church Street Ext., Martinsville, Market Square

Shipping Center, Outparcel 1, in Danville and Pittsylvania

County

1. Name of Insured: AMERICAN NATIONAL BANK AND TRUST COMPANY

ITS SUCCESSORS AND/OR ASSIGNS, AS THEIR INTEREST MAY

APPEAR

NOTE: CERTIFICATION DATE AND TIME FOR THE PROPERTIES IN PITTSYLVANIA COUNTY IS APRIL 29, 2011, 1:25 P.M.; AND THE CERTIFICATION DATE AND TIME FOR THE PROPERTIES IN THE CITY

OF DANVILLE IS APRIL 29, 2011, 2:25 P.M.

CERTIFICATION DATE AND TIME FOR THE PROPERTIES IN MARTINSVILLE CITY IS: APRIL 29, 2011, 3:44 P.M.

- 2. The estate or interest in the Land that is encumbered by the Insured Mortgage is: FEE SIMPLE
- 3. Title is vested in:

T R PROPERTIES, INC., A VIRGINIA CORPORATION

4. The Insured Mortgage and its assignments, if any, are described as follows:

DEED OF TRUST FROM T R PROPERTIES, INC., A VIRGINIA CORPORATION, TO

Issued through the Office of:

Virginia Title Center, LLC

3959 Electric Road, S.W.

Suite 465

Roanoke, VA 24018-0187

Tel. (540)772-0585 (800)468-581

/ Fax (540)772-0639

COPY

P.O. Drawer 2687 Chapel Hill, North Carolina 27515-2687

Policy No. 201101123RO

CLEMENT & WHEATLEY, A PROFESSIONAL CORPORATION, TRUSTEE(S) FOR AMERICAN NATIONAL BANK AND TRUST COMPANY, DATED APRIL 29, 2011, AND RECORDED APRIL 29, 2011, AT 3:40 P.M. IN INST. NO. 1100422, IN THE CIRCUIT COURT CLERK'S OFFICE FOR THE CITY OF MARTINSVILLE, VA; RECORDED APRIL 29, 2011, AT 1:25 P.M., IN THE CLERK'S OFFICE FOR PITTSYLVANIA COUNTY IN INST. NO. 110002261, AND RECORDED APRIL 29, 2011, AT 2:17 P.M., IN THE CITY OF DANVILLE, VA. IN INST. NO. 11-1111, TO SECURE A NOTE OF \$2,235,000.00.

TOGETHER WITH AN ASSIGNMENT OF LEASES AND RENTS OF RECORD IN INST. NO. 110002262 (PITTSYLVANIA COUNTY) ON APRIL 29, 2011, AT 1:25 P.M.; INST. NO. 11-1112, FILED ON APRIL 29, 2011, AT 2:25 P.M., (CITY OF DANVILLE.); AND INST. NO. 1100423, FILED APRIL 29, 2011, AT 3:44 P.M., IN THE CITY OF MARTINSVILLE.

Form No. 110-06-A

P.O. Drawer 2687 Chapel Hill, North Carolina 27515-2687

Policy No. 201101123RO

5. The Land referred to in this Policy is in the Commonwealth of VA City of Martinsville and described as follows:

*** NOTE: PROPERTIES ALSO LOCATED IN PITTSYLVANIA COUNTY AND THE CITY OF DANVILLE, VA. ***

PARCEL 1: ALL THAT CERTAIN LOT OR PARCEL OF LAND, KNOWN AS THE CHATEAU TERRACE APARTMENTS PROPERTY LOCATED IN THE CITY OF MARTINSVILLE, VIRGINIA AND BEING MORE PARTICULARLY DESCRIBED AS LOT #2, CONTAINING 28,114 SQUARE FEET AS SHOWN ON A REVISION PLAT VICTOR A. LESTER PREPARED BY MARVIN E. SCEARCE, C.L.S., ON MAY 3, 1971, WHICH MAP IS OF RECORD IN THE CLERK'S OFFICE OF THE CITY OF MARTINSVILLE, VIRGINIA IN MAP BOOK 11, PAGE 172 AND IS HEREBY INCORPORATED BY REFERENCE AND MADE A PART HEREOF.

PARCEL 2: ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND, LYING AND BEING PARTLY IN PITTSYLVANIA COUNTY AND PARTLY IN THE CITY OF DANVILLE, VIRGINIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN EXISTING IRON PIN IN THE NORTHERN RIGHT-OF-WAY LINE OF TANGLEWOOD DRIVE IN THE CITY OF DANVILLE, SAID IRON PIN BEING LOCATED N. 58° 20' 03" W. 4.39' FROM THE END POINT OF A RIGHT-OF-WAY RADIUS LINE CONNECTING PINEY FOREST ROAD (HWY NO. 29) WITH SAID TANGLEWOOD DRIVE; THENCE WITH SAID NORTHERN RIGHT-OF-WAY LINE OF TANGLEWOOD DRIVE, N. 58° 20' 03" W. 67.41' TO AN END IRON PIN, SAID POINT BEING LOCATED IN THE CITY OF DANVILLE CORPORATE LIMITS LINE; THENCE WITH SAID CORPORATE LIMITS LINE, S. 83° 26' 14" W. 4.63' TO AN IRON PIN IN THE NORTHERN RIGHT-OF-WAY LINE OF TANGLEWOOD DRIVE; THENCE WITH COMMON LINES WITH THE PROPERTY OF SALISBURY MALL LIMITED PARTNERSHIP THE FOLLOWING SEVEN (7) COURSES AND DISTANCES: (1) N. 55° 39' 29" W. 134.68' TO AN IRON PIN, (2) N. 44° 02' 21" E. 172.63' TO AN IRON PIN, (3) S. 46° 39' 35" E. 129.89' TO AN IRON PIN, (4) S. 57° 09' 52" E. 52.86' TO AN IRON PIN, (5) SOUTH 31° 22' 08" W. 52.05' TO A POINT; (6) S. 30° 40' 39" W. 67.47' TO A POINT, AND (7) ALONG THE ARC OF A CURVE TO THE RIGHT WITH LENGTH OF 29.45' AND CHORD BEARING AND DISTANCE OF S. 58° 47' 36" W. 28.28' TO THE POINT OF

Form No. 110-06-A Page 3

P.O. Drawer 2687 Chapel Hill, North Carolina 27515-2687

Policy No. 201101123RO

BEGINNING, CONTAINING 0.714 ACRE, MORE OR LESS (THE "PROPERTY"), WHICH PROPERTY IS SOMETIMES REFERRED TO AS "OUTPARCEL 1" OF THE MARKET SQUARE SHOPPING CENTER.

6. This policy incorporates by reference those ALTA endorsements selected below:

4 00		3.7
4-06	(Condominium)	No
4.1-06		No
5-06	(Planned Unit Development)	No
5.1-06		No
6-06	(Variable Rate)	No
6.2-06	(Variable RateNegative Amortization)	No
8.1-06	(Environmental Protection Lien)	No
Re	eferring to the following state statute(s):	NONE
9-06	(Restrictions, Encroachments, Minerals)	No
13.1-06	(Leasehold Loan)	No
14.06	(Future Advance - Priority)	No
14.1-06	(Future Advance - Knowledge)	No
14.3-06	(Future Advance - Reverse Mortgage)	No
22-06	(Location)	No

The following endorsements are attached hereto and incorporated herein:

VA-141

ALTA 8.2 Commercial Environmental Protection Lien Endorsement

Form No. 110-06-A

P.O. Drawer 2687 Chapel Hill, North Carolina 27515-2687

Policy No. 201101123RO

SCHEDULE B - PART I

EXCEPTIONS FROM COVERAGE

This Policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

AS TO PARCEL 1:

- 1. Taxes for the 2ND half of fiscal year 2010/2011, and subsequent years not yet due and payable.
- 2. Subject to matters shown on the plat of survey recorded in Map Book 11, Page 172.

AS TO PARCEL 2:

- 3. Taxes for the first half of the year 2011, and subsequent years not yet due and payable.
- 4. Restrictions appearing of record as Instrument Number 080007881 and Instrument Number 080007880 in Pittsylvania County and as Instrument Number 08-4578 and Instrument Number 08-4577 in Danville City, but this policy insures that said restrictions have not been violated and that a future violation thereof will not cause a forfeiture or reversion of Title. NOTE: Deleting therefrom any restriction indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin.
- 5. Building setback line of 55 feet from front, as shown on the recorded plat of subdivision, which has not been violated.
- 6. Easement(s) and/or right(s)-of-way granted to the City of Danville, as recorded in Deed Book 389 at Page 488 [Pittsylvania County].
- 7. Easement(s) and/or right(s)-of-way granted to the Commonwealth of Virginia, as recorded in Deed Book 483 at Page 429 [Pittsylvania County].

P.O. Drawer 2687 Chapel Hill, North Carolina 27515-2687

Policy No. 201101123RO

- 8. Certificate of Take by the Commonwealth of Virginia of record in Deed Book 512, at Page 416 [Pittsylvania County] and in Deed Book 469, at Page 134 [Danville City]
- 9. Agreement of Easement and Quitclaim with the City of Danville of record in Deed Book 804, at Page 270 [Danville City]
- 10. Easement(s) and/or right(s)-of-way granted to The Chesapeake and Potomac Telephone Company of Virginia, as recorded in Deed Book 849 at Page 772 [Pittsylvania County].
- 11. Easement(s) and/or right(s)-of-way granted to the City of Danville, recorded as Instrument Number 09-06714 [Pittsylvania County].
- 12. Subject to matters shown on recorded Plat in Map Book 43, at Page 140F [Pittsylvania County] and as Instrument Number 95-4391 [Danville City] including "Notes", sanitary sewer line, water spigot, overhead utility line(s) and pole(s) as located on the Land.
- 13. Easement Agreement and Quitclaim with the City of Danville of record in Deed Book 927, at Page 707 [Danville City]

AS TO ALL PARCELS:

14. Rights or claims of parties in possession under unrecorded lease.

Form No. 110-06-A Page 6

P.O. Drawer 2687 Chapel Hill, North Carolina 27515-2687

Policy No. 201101123RO

SCHEDULE B - PART II

In addition to the matters set forth in Part 1 of this Schedule, the Title is subject to the following matters, and the Company insures against loss or damage sustained in the event that they are not subordinate to the lien of the Insured Mortgage:

N/A

Form No. 110-06-A



A Stock Company
P.O. Drawer 2687
Chapel Hill, North Carolina 27515-2687

POLICY OF TITLE INSURANCE

SCHEDULE A

Policy No. 9903708RO

Policy Date 05/28/99

Time 11:50 AM

Amount of Insurance \$

176,000.00

1. Name of Insured: PIEDMONT TRUST BANK MARTINSVILLE, VA

THOSE SUCCESSORS AND ASSIGNS, AS INCLUDED IN THE DEFINITION OF "INSURED" AS CONTAINED HEREIN.

- 2. The estate or interest in the land which is encumbered by the insured mortgage is: $\it FEE SIMPLE$
- 3. Title to the estate or interest in the land is vested in: TR PROPERTIES, INC.
- 4. The insured mortgage and assignments thereof, if any, are described as follows: DEED OF TRUST FROM T R PROPERTIES, INC., TO JAMES H. JOHNSON, JR. AND JAMES H. FORD, TRUSTEE(S) FOR PIEDMONT TRUST BANK MARTINSVILLE, VA, DATED MAY 28, 1999, AND RECORDED MAY 28, 1999, AT 11:50 AM IN BOOK 272, AT PAGE 327, IN THE CIRCUIT COURT CLERK'S OFFICE FOR MARTINSVILLE CITY, VIRGINIA, TO SECURE A NOTE OF \$176,000.00.
- 5. The land referred to in this Policy is in the State of VA CITY of MARTINSVILLE and described as follows:

*** SEE ATTACHED RIDER FOR CONTINUATION OF SCHEDULE A ***

SCHEDULE B - PART I EXCEPTIONS FROM COVERAGE

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

Issued through the Office of: Virginia Title Center 3959 Electric Rd., SW P.O. Box 21857 Roanoke, VA 24018-0187 Tel. (540)772-0585 Fax (540)772-0639

COPY

Authorized Countersignature

A Stock Company
P.O. Drawer 2687
Chapel Hill, North Carolina 27515-2687

Policy No. 9903708RO

- 1. Taxes for the first half of fiscal year 1999/2000, and subsequent years not yet due and payable.
- 2. Rights of tenants in possession under unrecorded lease(s) of less than one (1) year's duration.

NOTE: The following Endorsements are attached to the Lenders policy only: NONE

SCHEDULE B - PARTII

In addition to the matters set forth in Part 1 of this Schedule, the title to the estate or interest in the land described or referred to in Schedule A is subject to the following matters, if any be shown, but the Company insures that these matters are subordinate to the lien or charge of the insured mortgage upon the estate or interest:

NONE

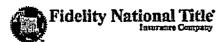


A Stock Company
P.O. Drawer 2687
Chapel Hill, North Carolina 27515-2687

Page 2 of Sched. A (Continued)

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

ALSO QUITCLAIMED AND CONVEYED herein are all interest, rights and title acquired by the Grantor from Crestar Bank, Trustee in and to the 15-foot alley shown on the aforesaid Map.



FIDELITY NATIONAL TITLE INSURANCE COMPANY

Attn: Claims Department

P.O. Box 45023, Jacksonville, Florida 32232-5023

OWNER'S POLICY SCHEDULE A

FILE NUMBER	DATE OF POLICY:	AMOUNT OF INSURANCE	POLICY NUMBER	
PH 24752	08/25/2021 @ 3:40 P. M.	\$32,500.00	8230646-224725386	
ADDRESS REFERENCE	1507 Church Street Extension Martinsville, Virginia 24112			

1. Name of Insured:

Joo C. Ratliff

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

Fee Simple

3. Title is vested in:

Joe C. Ratliff

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

See Schedule A attached hereto and made a part hereof.

IT BEING the property conveyed to Joe C. Ratiliff by deed from Betty Faye Lawrence, dated 08/25/2021, recorded in the Clerk's Office for the Circuit Court of the City of Martinsville, Virginia 08/25/2021 at 3:40 P. M., as Instrument No. LR202101040.

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

igned*i*

Authorized Officer or Agen Patrick Henry Agency, Inc.

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

Non-Order SearcPage 1 of 3 Requested By: VinayakaP, Printed: 6/10/2022 3:24 PM

Doc: XXXXXX:STRT 204056442

FIDELITY NATIONAL TITLE INSURANCE COMPANY OWNER'S POLICY SCHEDULE B

٠,	FILE	MUN	BER	```	74
	PH	247	52		

POLICY NUMBER 8230646-224725386

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

- 1. Those taxes becoming due and payable subsequent to the date of the policy.
- 2. Rights of tenants or parties in possession.
- Overhead power line located across the southeasterly portion of insured premises as shown on Plat of Survey prepared by Larry G. Rakes, dated August 31, 2010, and recorded in Plat Cabinet B, Slide 99(4).
- 4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.

ALTA Owner's Policy Schedule B

Non-Order Searc Page 2 of 3 Requested By: VinayakaP, Printed: 6/10/2022 3:24 PM

Doc: XXXXXX:STRT 204056442

FIDELITY NATIONAL TITLE INSURANCE COMPANY OWNER'S POLICY Schedule A -Legal Description

FILE NUMBER	4. x
PH 24752	

POLICY NUMBER 8230646-224725386

All that certain lot or parcel of land, together with all the improvements thereon, situated on Northerly side of Church Street Extension in the City of Martinsville, Virginia, being known and designated as Lot 17R as more particularly shown on that certain Plat for Betty Jean Yeatts, prepared by Larry G. Rakes, C. L. S., dated August 31, 2010, of record in the City of Martinsville Circuit Court Clerk's Office in Plat Cabinet B, Slide 99 (4).

ALTA Owner's Policy Schedule A – Logal Description

Non-Order Searc Page 3 of 3

Requested By: VinayakaP, Printed: 6/10/2022 3:24 PM

Doc: XXXXXX:STRT 204056442