

Property Report - City of Martinsville



Current Data:

Property ID: 000641700 Tax Map Number: 05 (03)00 /02

Owner: T R PROPERTIES INC

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

Deed/Page: DB 230/644 Legal Description: LOT 2

Aquired Date: NA Consideration: \$53700.00

Year Built: 1952 Property Desc: 1 ST VIN SID Above Grade Sq Ft: 850

Acres: 1 Zoning: R-N

Land Value: \$6000.00 Building Value: \$19200.00 Total Value: \$25200.00

Previous Data:

Owner: WILSON JOHN D & WILSON ALEEN W

Aquired Date: NA Deed/Page: DB 183/013 Consideration: \$76800.00

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.

Property Report - City of Martinsville



Current Data:

Property ID: 000580700 Tax Map Number: 05 (03)00 /03

Owner: T R PROPERTIES INC

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

Deed/Page: DB 230/644 Legal Description: LOT 3

Aquired Date: NA Consideration: \$53700.00

Year Built: 1953 Property Desc: 1 ST ASB/SH Above Grade Sq Ft: 816

Acres: 1 Zoning: R-N

Land Value: \$6000.00 Building Value: \$19400.00 Total Value: \$25400.00

Previous Data:

Owner: WILSON JOHN D & WILSON ALEEN W

Aquired Date: NA Deed/Page: DB 183/013 Consideration: \$76800.00

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.

Property Report - City of Martinsville



Current Data:

Property ID: 000453700 Tax Map Number: 05 (03)00 /04

Owner: T R PROPERTIES INC

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

Deed/Page: DB 230/644 Legal Description: LOT 4

Aquired Date: NA Consideration: \$53700.00

Year Built: 1952 Property Desc: 1 ST VIN SID Above Grade Sq Ft: 768

Acres: 1 Zoning: R-N

Land Value: \$6000.00 Building Value: \$17500.00 Total Value: \$23500.00

Previous Data:

Owner: WILSON JOHN D & WILSON ALEEN W

Aquired Date: NA Deed/Page: DB 183/013 Consideration: \$76800.00

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.

FIDELITY NATIONAL TITLE GROUP, INC.
Chicago Title, Commonwealth Land Title, and Fidelity National Title
Virginia Production Division

TITLE SEARCH REPORT

This Title Search Report is issued for the use of the agent to whom it is addressed. This Report is to be used only by the agent to determine the insurability of title to the property described herein in conjunction with issuance of commitments, policies and endorsements by the above named title insurers ("the Company"). The agent reviewing this Title Search Report must follow all underwriting guidelines set forth in the underwriting Manual and Bulletins issued by the Company. This is a report of matters appearing in the official land records of the county or city wherein the property is located. No search has been made for any matters recorded in the Federal District Courts. Not included in this Report are matters, such as mortgages, judgments and other liens, for which the Company has found recorded satisfactions or releases, and possible other matters which, according to custom and practice, would not appear in a title search. The amount shown in this Report for any deeds of trust, judgments and/or taxes is for informational purposes only. The recipient is responsible for confirming amounts for payoff and/or proration purposes. Use of this Title Search Report for any reason other than the issuance of a Company commitment, policy or endorsement is not authorized. The liability under this Title Search Report is limited to the liability under the policy or policies issued pursuant to this Title Search Report. This Title Search Report is not an opinion, warranty or guarantee of title. The liability under this Title Search Report shall cease and terminate six months after the ending date set forth in the Period of the Search, unless extended in writing by the Company.

CASE NO: _____ CUSTOMER: _____

TITLE TO THE BELOW DESCRIBED PROPERTY IS VESTED OF RECORD IN:

TR Properties, Inc.

☐ t/e w/s ☐ j/t w/s ☐ t/c ☐ no tenancy ☐ prtshp ☒ corp ☐ llc

☒ UNDER THE FOLLOWING DEED:

Grantor(s): Phyllis Q. Karavatakis, Substitute Trustee

Dated: 1-24-1995 Recorded: 2-27-1995 Deed Book & Pg./Inst. No: AB 230.644

☐ Current owner is surviving tenant of survivorship tenancy created in the above deed.

Deceased tenant died _____ pursuant to information at /in _____.

☐ UNDER THE WILL OF: _____

Date of Death: _____ Date of Probate: _____

Will Book & Pg./Inst. No: _____

☐ BY INHERITANCE FROM: _____

Date of Death: _____

Heirs determined by: _____

IF PROPERTY ACQUIRED BY WILL OR INHERITANCE

Decedent Acquired the Property By: _____

THE PROPERTY LIES IN THE City OF Martinsville, VIRGINIA. Recordation references are to the Clerk's Office of the Circuit Court thereof unless otherwise stated.

BRIEF LEGAL DESCRIPTION:

Lot 2, Shumate P/s, w/s 909 Liberty St.

() Use description on attached page(s) marked "description" in brackets "[]" ^{* See easements for possible o/c}

(☒) Use description in Deed recorded in/as 230/644

Appurtenant easements examined: ☐ NO ☐ YES See add'l info in Other Matters.

DEEDS OF TRUST: (☒) None (on Lot 2)

1. Grantor(s): _____

Trustee(s): _____

Dated: _____ Deed Book & Pg./Inst. No: _____

Recorded: _____ Amount: \$ _____

Named Beneficiary: _____

Assignments, Subordination Agmts, etc.: _____

2. Grantor(s): _____

Trustee(s): _____

Dated: _____ Deed Book & Pg./Inst. No: _____

Recorded: _____ Amount: \$ _____

Named Beneficiary: _____

Assignments, Subordination Agmts, etc.: _____

3. Grantor(s): _____

Trustee(s): _____

Dated: _____ Deed Book & Pg./Inst. No: _____

Recorded: _____ Amount: \$ _____

Named Beneficiary: _____

Assignments, Subordination Agmts, etc.: _____

JUDGMENTS: (☒) None

Dated _____ docketed _____ in/as _____

rendered in favor of _____ against _____

Dated _____ docketed _____ in/as _____

rendered in favor of _____ against _____

Dated _____ docketed _____ in/as _____

rendered in favor of _____ against _____

() See additional judgments attached

BRIEF LEGAL DESCRIPTION:

Lot 3, Oscar T. Dillon 5/10, 911 Liberty St.

() Use description on attached page(s) marked "description" in brackets "[]"

(☒) Use description in Deed recorded in/as 230/644

Appurtenant easements examined: ☐ NO ☐ YES See add'l info in Other Matters.

DEEDS OF TRUST: () None

1. Grantor(s): T R Properties, Inc.

Trustee(s): Tanya Jones and Mitch Smith

Dated: 9-14-2015 Deed Book & Pg./Inst. No: LR1500843

Recorded: 9-14-2015 Amount: \$ 9000.00 credit line

Named Beneficiary: ValleyStar Credit Union

Assignments, Subordination Agmts, etc.: _____

2. Grantor(s): _____

Trustee(s): _____

Dated: _____ Deed Book & Pg./Inst. No: _____

Recorded: _____ Amount: \$ _____

Named Beneficiary: _____

Assignments, Subordination Agmts, etc.: _____

3. Grantor(s): _____

Trustee(s): _____

Dated: _____ Deed Book & Pg./Inst. No: _____

Recorded: _____ Amount: \$ _____

Named Beneficiary: _____

Assignments, Subordination Agmts, etc.: _____

JUDGMENTS:

(☒) None

Dated _____ docketed _____ in/as _____

rendered in favor of _____ against _____

Dated _____ docketed _____ in/as _____

rendered in favor of _____ against _____

Dated _____ docketed _____ in/as _____

rendered in favor of _____ against _____

() See additional judgments attached

BRIEF LEGAL DESCRIPTION:

Lot 4, Oscar T. Dillon 3/0, 913 Liberty St.

() Use description on attached page(s) marked "description" in brackets "[]"

(☒) Use description in Deed recorded in/as 230/644

Appurtenant easements examined: ☐ NO ☐ YES See add'l info in Other Matters.

DEEDS OF TRUST: (☒) None on lot 4

1. Grantor(s): _____
Trustee(s): _____
Dated: _____ Deed Book & Pg./Inst. No: _____
Recorded: _____ Amount: \$ _____
Named Beneficiary: _____
Assignments, Subordination Agmts, etc.: _____

2. Grantor(s): _____
Trustee(s): _____
Dated: _____ Deed Book & Pg./Inst. No: _____
Recorded: _____ Amount: \$ _____
Named Beneficiary: _____
Assignments, Subordination Agmts, etc.: _____

3. Grantor(s): _____
Trustee(s): _____
Dated: _____ Deed Book & Pg./Inst. No: _____
Recorded: _____ Amount: \$ _____
Named Beneficiary: _____
Assignments, Subordination Agmts, etc.: _____

JUDGMENTS: (☒) None

Dated _____ docketed _____ in/as _____
rendered in favor of _____ against _____

Dated _____ docketed _____ in/as _____
rendered in favor of _____ against _____

Dated _____ docketed _____ in/as _____
rendered in favor of _____ against _____

() See additional judgments attached

LIENS HAVE BEEN CHECKED IN THE NAME OF THE FOLLOWING PURCHASER(S): _____
LIENS FOUND: _____

UCC/FINANCING STATEMENTS: (☒) None
Filed _____ as Financing Statement No. _____
Debtor: _____
Secured Party: _____
() See additional Financing Statements attached

TAX & ASSESSMENT INFORMATION: INFORMATION & PRINTOUT NOT WARRANTED. CONTACT TREASURER TO CONFIRM.

Assessed Owner: TR Properties, Inc.
Assessed Description: Lot 2
Tax Map/ID# 05(03)00/02 Bill # 000641700
Land \$ 6000 Improvements \$ 19200 Total \$ 25200
semi - Annual Amt \$ 131.01 Taxes Payable on: 12-5-2022 + 6-5-2023
Taxes Paid Thru: 1/2 2022 (June) Delinquent Taxes: 0
Taxes a Lien, Not Yet Due: 1/2 2022 (December)
Town Taxes, Exemptions, Rollback, Supplementals, Stormwater Fees, Etc: _____
Property Address (not warranted): 909 Liberty St

RESTRICTIONS AND/OR DECLARATIONS: (☒) None
Dated: _____ Recorded: _____ Deed Book & Pg./Inst. No: _____
Amendments at: _____
Contain Reverter: () Yes () No
Contain Easements (not shown on subd. plat): () Yes () No
Contain Minimum Building Line not shown on subd. plat: () Yes () No
Contain Assessments: () Yes () No
Party Walls: () Yes () No

~~DEEDED EASEMENTS:~~ () NONE

From: _____
To: _____ Location: _____
Dated: _____ Recorded: _____ Deed Book & Pg./Inst. No: _____
From: _____
To: _____ Location: _____
Dated: _____ Recorded: _____ Deed Book & Pg./Inst. No: _____
From: _____
To: _____ Location: _____

LIENS HAVE BEEN CHECKED IN THE NAME OF THE FOLLOWING PURCHASER(S): _____
LIENS FOUND: _____

UCC/FINANCING STATEMENTS: (☒) None
Filed _____ as Financing Statement No. _____
Debtor: _____
Secured Party: _____
(☐) See additional Financing Statements attached

TAX & ASSESSMENT INFORMATION: INFORMATION & PRINTOUT NOT WARRANTED. CONTACT TREASURER TO CONFIRM.

Assessed Owner: TR Properties, Inc.
Assessed Description: Lot 3
Tax Map/ID# 05(03)00/03 Bill # 000580700
Land \$ 6000 Improvements \$ 19400 Total \$ 25400
semi- Annual Amt \$ 132.05 Taxes Payable on: 12-5-2022 * 12-6-5-2023
Taxes Paid Thru: 1/2 2022 (June) Delinquent Taxes: φ
Taxes a Lien, Not Yet Due: 1/2 2022 (December)
Town Taxes, Exemptions, Rollback, Supplementals, Stormwater Fees, Etc: _____
Property Address (not warranted): 911 Liberty St

RESTRICTIONS AND/OR DECLARATIONS: (☒) None

Dated: _____ Recorded: _____ Deed Book & Pg./Inst. No: _____
Amendments at: _____
Contain Reverter: (☐) Yes (☐) No
Contain Easements (not shown on subd. plat): (☐) Yes (☐) No
Contain Minimum Building Line not shown on subd. plat: (☐) Yes (☐) No
Contain Assessments: (☐) Yes (☐) No
Party Walls: (☐) Yes (☐) No

~~DEEDED EASEMENTS:~~ (☒) NONE

From: _____
To: _____ Location: _____
Dated: _____ Recorded: _____ Deed Book & Pg./Inst. No: _____
From: _____
To: _____ Location: _____
Dated: _____ Recorded: _____ Deed Book & Pg./Inst. No: _____
From: _____
To: _____ Location: _____

LIENS HAVE BEEN CHECKED IN THE NAME OF THE FOLLOWING PURCHASER(S): _____
LIENS FOUND: _____

UCC/FINANCING STATEMENTS: ☒ None
Filed _____ as Financing Statement No. _____
Debtor: _____
Secured Party: _____
☐ See additional Financing Statements attached

TAX & ASSESSMENT INFORMATION: INFORMATION & PRINTOUT NOT WARRANTED. CONTACT TREASURER TO CONFIRM.

Assessed Owner: TR Properties, Inc.
Assessed Description: Lot 4
Tax Map/ID# 05(03)00/04 Bill # 000453700
Land \$ 6000 Improvements \$ 17500 Total \$ 23500
semi- Annual Amt \$ 122.17 Taxes Payable on: 12-5-2022 + 6-5-2023
Taxes Paid Thru: 1/2 2022 (June) Delinquent Taxes: 0
Taxes a Lien, Not Yet Due: 1/2 2022 (December)
Town Taxes, Exemptions, Rollback, Supplementals, Stormwater Fees, Etc: _____
Property Address (not warranted): 913 Liberty

RESTRICTIONS AND/OR DECLARATIONS: ☒ None
Dated: _____ Recorded: _____ Deed Book & Pg./Inst. No: _____
Amendments at: _____
Contain Reverter: ☐ Yes ☐ No
Contain Easements (not shown on subd. plat): ☐ Yes ☐ No
Contain Minimum Building Line not shown on subd. plat: ☐ Yes ☐ No
Contain Assessments: ☐ Yes ☐ No
Party Walls: ☐ Yes ☐ No

~~DEEDED EASEMENTS:~~ ☐ NONE

From: _____
To: _____ Location: _____
Dated: _____ Recorded: _____ Deed Book & Pg./Inst. No: _____
From: _____
To: _____ Location: _____
Dated: _____ Recorded: _____ Deed Book & Pg./Inst. No: _____
From: _____
To: _____ Location: _____

DEEDED EASEMENTS: () NONE

From: John D. Wilson + Allen W. Wilson
To: Appalachian Power Co. Location: Liberty St.
Dated: 8-6-1979 Recorded: 9-10-1979 Deed Book & Pg./Inst. No: 134 p. 85

poss
o/c
From: John D. Wilson + Allen W. Wilson
To: City of Martinsville Location: Liberty St.
Dated: 8-22-1979 Recorded: 9-4-1979 Deed Book & Pg./Inst. No: 133 p. 835

poss
o/c
From: T.R. Properties, Inc.
To: City of Martinsville Location: proj. plan 0174-120-279
Dated: 11-30-2010 Recorded: 1-20-2011 Deed Book & Pg./Inst. No: LC1100063

poss
o/c
From: T.R. Properties, Inc.
To: City of Martinsville Location: proj. plan 0174-120-279
Dated: 11-30-2010 Recorded: 1-20-2011 Deed Book & Pg./Inst. No: LC1100064

poss
o/c
From: T.R. Properties, Inc.
To: City of Martinsville Location: proj. plan 0174-120-279
Dated: 11-30-2010 Recorded: 1-20-2011 Deed Book & Pg./Inst. No: LC1100065

poss
o/c
From: TR Properties, Inc.
To: Commonwealth of Virginia Location: proj. plan 0174-120-279
Dated: 2-2-2011 Recorded: 2-24-2011 Deed Book & Pg./Inst. No: LC1100201

From: _____
To: _____ Location: _____
Dated: _____ Recorded: _____ Deed Book & Pg./Inst. No: _____

From: _____
To: _____ Location: _____
Dated: _____ Recorded: _____ Deed Book & Pg./Inst. No: _____

From: _____

To: _____

Dated: _____ Recorded: _____ Deed Book & Pg./Inst. No: _____

ITEMS SHOWN ON PLAT OF SUBDIVISION recorded in/as MB 2 p. 81: () None

1. _____

2. _____

3. _____

4. _____

SHOWN ON OTHER PLATS OF RECORD as follows: () None

42: 1. Plat recorded as MB 9 p. 174 showing: 16' joint gravel drive with lot 1

43: 2. Plat recorded as MB 9 p. 176 showing: _____

44: 3. Plat recorded as MB 11 p. 12 showing: _____

ACCESS:

(☒) Public street(s) named: Liberty St.

() Appurtenant easement created by Deed Book & Pg./Inst. No.: _____

() Road Maintenance Agreement in Deed Book & Pg./Inst. No.: _____

OTHER MATTERS: () None

SEARCH TYPE: () Current Owner () Two Owner

(☒) Standard Residential () Commercial

() Other: _____

BACK TITLE INFO RELIED UPON IS Policy/Case # G52-0232635 Items to be picked up from this policy affecting the property listed on page 1 are as follows: included

EFFECTIVE DATE: June 8, 2022 @ 8:00 A.M.

SEARCHER: John P. Hance

THIS REPORT CONSISTS OF 9 PAGES, excluding document copies, adverse sheets, etc

**T R PROPERTIES, INC.,
A VIRGINIA CORPORATION**

FROM: TRUSTEE'S DEED

276

**PHYLLIS Q. KARAVATAKIS
SUBSTITUTE TRUSTEE FOR
JOHN D. WILSON AND
ALEEN W. WILSON**

THIS TRUSTEE'S DEED, made this 24 day of January, 1993, by and between PHYLLIS Q. KARAVATAKIS, Substitute Trustee, Grantor and party of the first part, and T R PROPERTIES, INC., a Virginia corporation, Grantee and party of the second part:

WHEREAS, by Deed of Trust dated April 4, 1991, and recorded in the Clerk's Office of the Circuit Court of the City of Martinsville, Virginia, in Deed Book 198, page 102, (the "Deed of Trust"), John D. Wilson and Aleen W. Wilson, husband and wife, (the "Mortgagor"), conveyed the hereinafter described property to Worth Harris Carter, Jr., et al, Trustees, in trust to secure a certain promissory note (hereinafter the "Note"), in the principal amount of Seventy-Six Thousand and 00/100ths Dollars (\$76,000.00), unto Patrick Henry National Bank (hereinafter the "holder of the Note"); and

WHEREAS, by the terms of the said Deed of Trust, the Trustees, or either of them, were empowered upon default by the Mortgagor, to sell the said property hereinafter described, upon being required to do so by the holder of the Note; and

WHEREAS, by the terms of the said Deed of Trust, Phyllis Q. Karavatakis was substituted as Trustee by instrument, of record in the aforesaid Clerk's Office in Deed Book 229, page 433; and

LAW OFFICES
YOUNG, HASKINS,
MANN & GREGORY
MARTINSVILLE, VA.

WHEREAS, the Mortgagor did default by failing to pay the Note in accordance with its terms and failing to comply with other requirements set forth in said Deed of Trust, and the said Phyllis Q. Karavatakis, Substitute Trustee, having been requested by the holder of the Note to do so in execution of the trust therein declared, did on the 20th day of January, 1995, after having given notice by the required number of advertisements in The Martinsville Bulletin, a newspaper having general circulation in the jurisdiction in which said property or part thereof is located, of the time and place of said sale, and after having given written notice to the owner of said property by certified mail at least fourteen (14) days prior to the date of such sale, expose to sale the hereinafter described property at public auction to the highest bidder, for cash according to the terms of the aforesaid Deed of Trust, at which sale the party of the second part became the purchaser thereof for the total sum of Fifty-Three Thousand Seven Hundred Dollars (\$53,700.00), that being the highest and best bid offered at said sale;

NOW, THEREFORE, WITNESSETH: That for and in consideration of the total sum of Fifty-Three Thousand Seven Hundred Dollars (\$53,700.00), cash in hand paid, the receipt of which is hereby acknowledged, the said Phyllis Q. Karavatakis, Substitute Trustee, doth hereby grant and convey, with covenants of SPECIAL WARRANTY OF TITLE, unto the said T R Properties, Inc., its successors and assigns:

PARCEL NO. 1: "All that certain lot or parcel of land, together with the improvements thereon located, lying on the

Law Offices
YOUNG, HASKINS,
MANN & GREGORY
MARTINSVILLE, VA.

west side of Liberty Street (State Route 108, Figsboro Road), in the City of Martinsville, Virginia, and being known and designated as Lot 2 as shown on record plat for Charlie Major Shumate and Nancy F. Shumate as prepared by J. A. Gustin and Associates dated May 20, 1965, and recorded in the City of Martinsville Circuit Clerk's Office in Map Book 9, page 174.

PARCEL NO. 2: All that certain lot or parcel of land, together with the improvements thereon located, lying on the west side of Liberty Street (State Route 108, Figsboro road) in the City of Martinsville, Virginia, and being known and designated as Lot 3 of the Oscar T. Dillon Subdivision as recorded in the City of Martinsville Circuit Court Clerk's Office in Map Book 2, page 81, and as shown on record plat for Clinton C. Prather, Jr. and Mary L. Prather as prepared by J. A. Gustin, CLS, on May 20, 1965, and recorded in said City Clerk's Office in Map Book 9, page 176.

PARCEL NO. 3: All that certain lot or parcel of land, together with the improvements thereon located, lying on the west side of Liberty Street (State Route 108, Figsboro Road) in the City of Martinsville, Virginia, and being known and designated as Lot 4 on map of the property of Oscar T. Dillon as prepared by J. A. Trent, CLS, November 16, 1950, and recorded in said City Clerk's Office in Map Book 2, page 81, and as shown on survey for Larry J. Hendricks and Lilac K. Hendricks as prepared by W. C. Brown, CLS, dated December 13, 1968 and recorded in said City Clerk's Office in Map Book 11, page 12;" and

BEING all of the same property conveyed unto John D. Wilson and Aleen W. Wilson, husband and wife, by a deed dated

LAW OFFICES
YOUNG, HASKINS,
MANN & CREIGHT
MARTINSVILLE, VA.

October 28, 1988 from Earl E. Finley, Jr., divorced, and recorded in said Clerk's Office in Deed Book 183, page 13.

The property herein described is being conveyed subject to any and all lawful easements, restrictions and/or rights-of-way properly of record and affecting the subject property and subject to such state of facts which would be revealed by a current, accurate survey and inspection thereof. Specific reference is hereby made to the aforesaid plats and deed for a more particular description of the property hereby conveyed.

TO HAVE AND TO HOLD the said land unto the said T R Properties, Inc., its successors and assigns forever.

IN WITNESS WHEREOF, the said Phyllis Q. Karavatakis, Substitute Trustee, has hereunto set her hand and seal the day and year first above written.

 (SEAL)
PHYLLIS Q. KARAVATAKIS
Substitute Trustee

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

The foregoing instrument was acknowledged before me this 23rd day of January, 1995, by Phyllis Q. Karavatakis, Substitute Trustee.

My Commission expires: 12-31-96


Notary Public

LAW OFFICES
YOUNG, HASKINS,
MANN & GREGORY
MARTINSVILLE, VA.

BOOK 230 PAGE 647

VIRGINIA
IN THE CLERK'S OFFICE OF
MARTINSVILLE
CIRCUIT COURT ON THE 27TH DAY OF
FEBRUARY, 1995 AT 09:52AM
INSTRUMENT #9500276 WAS RECEIVED AND

UPON CERTIFICATION OF ACKNOWLEDGEMENT
THERE TO ANNEXED, ADMITTED TO RECORD.
THE STATE TAX IMPOSED BY SEC. 58.1-902
OF THE VIRGINIA CODE, HAS BEEN PAID IN
THE AMOUNT OF: \$54.00
STATE: \$27.00 LOCAL: \$27.00
TESTE: ASHBY R. PRITCHETT
(CLERK OF CIRCUIT COURT)

BY: L. Ingram J.C.



Real Estate

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

As of

6/16/2022

Bill Year

2021

Bill

7732

Owner

T R PROPERTIES INC

Parcel ID

000641700

Installment	Pay By	Amount	Payments/Credits	Balance	Interest	Due
1	12/6/2021	\$131.01	\$131.01	\$0.00	\$0.00	\$0.00
2	6/6/2022	\$131.01	\$131.01	\$0.00	\$0.00	\$0.00
TOTAL		\$262.02	\$262.02	\$0.00	\$0.00	\$0.00

©2022 Tyler Technologies, Inc.



Real Estate

All Bills

Parcel ID 000641700

Location 909 LIBERTY ST

Real Estate

Bill	Type	Year	Owner	Paid	
7698	REGULAR/ORIGINAL	1999	T R PROPERTIES INC	Paid	View Bill
16577	REGULAR/ORIGINAL	2000	T R PROPERTIES INC	Paid	View Bill
7728	REGULAR/ORIGINAL	2001	T R PROPERTIES INC	Paid	View Bill
16619	REGULAR/ORIGINAL	2002	T R PROPERTIES INC	Paid	View Bill
7701	REGULAR/ORIGINAL	2003	T R PROPERTIES INC	Paid	View Bill
7668	REGULAR/ORIGINAL	2004	T R PROPERTIES INC	Paid	View Bill
7628	REGULAR/ORIGINAL	2005	T R PROPERTIES INC	Paid	View Bill
7628	REGULAR/ORIGINAL	2006	T R PROPERTIES INC	Paid	View Bill
7614	REGULAR/ORIGINAL	2007	T R PROPERTIES INC	Paid	View Bill
7622	REGULAR/ORIGINAL	2008	T R PROPERTIES INC	Paid	View Bill
7963	REGULAR/ORIGINAL	2009	T R PROPERTIES INC	Paid	View Bill
7962	REGULAR/ORIGINAL	2010	T R PROPERTIES INC	Paid	View Bill
7967	REGULAR/ORIGINAL	2011	T R PROPERTIES INC	Paid	View Bill
7963	REGULAR/ORIGINAL	2012	T R PROPERTIES INC	Paid	View Bill
7933	REGULAR/ORIGINAL	2013	T R PROPERTIES INC	Paid	View Bill
7938	REGULAR/ORIGINAL	2014	T R PROPERTIES INC	Paid	View Bill
7922	REGULAR/ORIGINAL	2015	T R PROPERTIES INC	Paid	View Bill
7909	REGULAR/ORIGINAL	2016	T R PROPERTIES INC	Paid	View Bill
7899	REGULAR/ORIGINAL	2017	T R PROPERTIES INC	Paid	View Bill
7899	REGULAR/ORIGINAL	2018	T R PROPERTIES INC	Paid	View Bill
7876	REGULAR/ORIGINAL	2019	T R PROPERTIES INC	Paid	View Bill
7730	REGULAR/ORIGINAL	2020	T R PROPERTIES INC	Paid	View Bill
7732	REGULAR/ORIGINAL	2021	T R PROPERTIES INC	Paid	View Bill



Real Estate

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

As of

6/16/2022

Bill Year

2021

Bill

7729

Owner

T R PROPERTIES INC

Parcel ID

000580700

Installment	Pay By	Amount	Payments/Credits	Balance	Interest	Due
1	12/6/2021	\$132.05	\$132.05	\$0.00	\$0.00	\$0.00
2	6/6/2022	\$132.05	\$132.05	\$0.00	\$0.00	\$0.00
TOTAL		\$264.10	\$264.10	\$0.00	\$0.00	\$0.00

©2022 Tyler Technologies, Inc.



Real Estate

All Bills

Parcel ID	000580700
Location	911 LIBERTY ST

Real Estate

Bill	Type	Year	Owner	Paid	
7696	REGULAR/ORIGINAL	1999	T R PROPERTIES INC	Paid	View Bill
16575	REGULAR/ORIGINAL	2000	T R PROPERTIES INC	Paid	View Bill
7726	REGULAR/ORIGINAL	2001	T R PROPERTIES INC	Paid	View Bill
16617	REGULAR/ORIGINAL	2002	T R PROPERTIES INC	Paid	View Bill
7699	REGULAR/ORIGINAL	2003	T R PROPERTIES INC	Paid	View Bill
7666	REGULAR/ORIGINAL	2004	T R PROPERTIES INC	Paid	View Bill
7626	REGULAR/ORIGINAL	2005	T R PROPERTIES INC	Paid	View Bill
7626	REGULAR/ORIGINAL	2006	T R PROPERTIES INC	Paid	View Bill
7612	REGULAR/ORIGINAL	2007	T R PROPERTIES INC	Paid	View Bill
7620	REGULAR/ORIGINAL	2008	T R PROPERTIES INC	Paid	View Bill
7961	REGULAR/ORIGINAL	2009	T R PROPERTIES INC	Paid	View Bill
7960	REGULAR/ORIGINAL	2010	T R PROPERTIES INC	Paid	View Bill
7965	REGULAR/ORIGINAL	2011	T R PROPERTIES INC	Paid	View Bill
7961	REGULAR/ORIGINAL	2012	T R PROPERTIES INC	Paid	View Bill
7931	REGULAR/ORIGINAL	2013	T R PROPERTIES INC	Paid	View Bill
7936	REGULAR/ORIGINAL	2014	T R PROPERTIES INC	Paid	View Bill
7919	REGULAR/ORIGINAL	2015	T R PROPERTIES INC	Paid	View Bill
7906	REGULAR/ORIGINAL	2016	T R PROPERTIES INC	Paid	View Bill
7896	REGULAR/ORIGINAL	2017	T R PROPERTIES INC	Paid	View Bill
7896	REGULAR/ORIGINAL	2018	T R PROPERTIES INC	Paid	View Bill
7873	REGULAR/ORIGINAL	2019	T R PROPERTIES INC	Paid	View Bill
7727	REGULAR/ORIGINAL	2020	T R PROPERTIES INC	Paid	View Bill
7729	REGULAR/ORIGINAL	2021	T R PROPERTIES INC	Paid	View Bill



Real Estate

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

As of

6/16/2022

Bill Year

2021

Bill

7722

Owner

T R PROPERTIES INC

Parcel ID

000453700

Installment	Pay By	Amount	Payments/Credits	Balance	Interest	Due
1	12/6/2021	\$122.17	\$122.17	\$0.00	\$0.00	\$0.00
2	6/6/2022	\$122.17	\$122.17	\$0.00	\$0.00	\$0.00
TOTAL		\$244.34	\$244.34	\$0.00	\$0.00	\$0.00

©2022 Tyler Technologies, Inc.



Real Estate

All Bills

Parcel ID 000453700

Location 913 LIBERTY ST

Real Estate

Bill	Type	Year	Owner	Paid	
7694	REGULAR/ORIGINAL	1999	T R PROPERTIES INC	Paid	View Bill
16573	REGULAR/ORIGINAL	2000	T R PROPERTIES INC	Paid	View Bill
7724	REGULAR/ORIGINAL	2001	T R PROPERTIES INC	Paid	View Bill
16615	REGULAR/ORIGINAL	2002	T R PROPERTIES INC	Paid	View Bill
7697	REGULAR/ORIGINAL	2003	T R PROPERTIES INC	Paid	View Bill
7664	REGULAR/ORIGINAL	2004	T R PROPERTIES INC	Paid	View Bill
7624	REGULAR/ORIGINAL	2005	T R PROPERTIES INC	Paid	View Bill
7624	REGULAR/ORIGINAL	2006	T R PROPERTIES INC	Paid	View Bill
7610	REGULAR/ORIGINAL	2007	T R PROPERTIES INC	Paid	View Bill
7618	REGULAR/ORIGINAL	2008	T R PROPERTIES INC	Paid	View Bill
7959	REGULAR/ORIGINAL	2009	T R PROPERTIES INC	Paid	View Bill
7958	REGULAR/ORIGINAL	2010	T R PROPERTIES INC	Paid	View Bill
7960	REGULAR/ORIGINAL	2011	T R PROPERTIES INC	Paid	View Bill
7955	REGULAR/ORIGINAL	2012	T R PROPERTIES INC	Paid	View Bill
7924	REGULAR/ORIGINAL	2013	T R PROPERTIES INC	Paid	View Bill
7929	REGULAR/ORIGINAL	2014	T R PROPERTIES INC	Paid	View Bill
7912	REGULAR/ORIGINAL	2015	T R PROPERTIES INC	Paid	View Bill
7899	REGULAR/ORIGINAL	2016	T R PROPERTIES INC	Paid	View Bill
7889	REGULAR/ORIGINAL	2017	T R PROPERTIES INC	Paid	View Bill
7889	REGULAR/ORIGINAL	2018	T R PROPERTIES INC	Paid	View Bill
7866	REGULAR/ORIGINAL	2019	T R PROPERTIES INC	Paid	View Bill
7720	REGULAR/ORIGINAL	2020	T R PROPERTIES INC	Paid	View Bill
7722	REGULAR/ORIGINAL	2021	T R PROPERTIES INC	Paid	View Bill



WHEN RECORDED MAIL TO:

ValleyStar Credit Union, P.O. Box 5511, Martinsville, VA 24115

Tax Map Reference No(s): 05(03)00/03

Page 1

This Deed of Trust prepared by: VALLEYSTAR CREDIT UNION

DEED OF TRUST

THIS IS A CREDIT LINE DEED OF TRUST

Maximum aggregate amount of principal
to be secured hereby at any one time: \$9,000.00

Name and address of Noteholder secured hereby:

ValleyStar Credit Union
P.O. Box 5511
Martinsville, VA 24115

THIS DEED OF TRUST is dated September 14, 2015, among T R PROPERTIES INC, whose address is 25 BROAD STREET, MARTINSVILLE, VA 24112 ("Grantor"); ValleyStar Credit Union, whose address is P.O. Box 5511, Martinsville, VA 24115 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and TANYA JONES, a resident of Virginia, whose address is 35 DUPONT ROAD, MARTINSVILLE, VA 24112 and MITCH SMITH, a resident of Virginia, whose address is 35 DUPONT ROAD, MARTINSVILLE, VA 24112 ("Grantee," also referred to below as "Trustee"), either of whom may act.

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

See SCHEDULE 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 911 LIBERTY STREET, MARTINSVILLE, VA 24112. The Real Property Tax Map Reference No(s) is/are 05(03)00/03.

FUTURE ADVANCES. In addition to the Note, this Deed of Trust secures all future advances made by Lender to 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 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.

0

**DEED OF TRUST
(Continued)**

Loan No: 3200670

Page 2

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:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Grantor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Grantor's obligations under the Note, this Deed of Trust, and the Related Documents.

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

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

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

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

indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

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

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

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

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

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

DUE ON SALE - CONSENT BY LENDER. NOTICE - THE DEBT SECURED HEREBY IS SUBJECT TO CALL IN FULL OR THE TERMS THEREOF BEING MODIFIED IN THE EVENT OF SALE OR CONVEYANCE OF THE PROPERTY CONVEYED. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. 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

6

**DEED OF TRUST
(Continued)**

rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.


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

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

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

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

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may require. Policies shall be written in form, amounts, coverages and basis acceptable to Lender and issued by a company or companies acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least thirty (30) 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, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, 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. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

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

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

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

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

**DEED OF TRUST
(Continued)**

Loan No: 3200670

Page 6

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 Grantor'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 Grantor which Grantor 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

6

or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

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

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

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

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place convenient to Lender and make it available to Lender promptly following Lender's request to the extent permitted by applicable law.

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

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

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

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



in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Grantor pays all the Indebtedness, including without limitation all future advances, when due, and 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. Grantor fails to make any payment when due under the Indebtedness.

Other Defaults. 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 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 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 Grantor's property or Grantor's ability to repay the Indebtedness or Grantor's ability to perform Grantor's 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 Grantor or on Grantor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

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

Insolvency. The dissolution or termination of Grantor's existence as a going business, the insolvency of Grantor, the appointment of a receiver for any part of 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 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 Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding



and if 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 Grantor under the terms of any other agreement between 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 Grantor to Lender, whether existing now or later.

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

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

Insecurity. Lender in good faith believes itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. 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 Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Grantor 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.

b

**DEED OF TRUST
(Continued)**

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 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 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, 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'

3

**DEED OF TRUST
(Continued)**

fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, a reasonable Trustee's commission and reasonable attorney fees incurred by the Trustee in performing its duties under the Deed of Trust, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

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

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

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

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

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

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

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

NOTICES. Any notice required to be given under this Deed of Trust, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, if hand delivered, when actually received by telefacsimile (unless otherwise required by law).

**DEED OF TRUST
(Continued)**

Loan No: 3200670

Page 12

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.

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.



**DEED OF TRUST
(Continued)**

Loan No: 3200670

Page 13

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

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

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

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

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

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

Beneficiary. The word "Beneficiary" means ValleyStar Credit Union, and its successors and assigns.

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

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

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

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or

9

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.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor 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 of this Deed of Trust, together with all interest thereon.

Lender. The word "Lender" means ValleyStar Credit Union, its successors and assigns.

Note. The word "Note" means the promissory note dated September 14, 2015, in the original principal amount of \$9,000.00 from Grantor to Lender, together with all modifications of and renewals, replacements, and substitutions for the promissory note or agreement. **NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**

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.

44

**DEED OF TRUST
(Continued)**

Loan No: 3200670

Page 15

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

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

Trustee. The word "Trustee" means Tanya Jones, whose address is 35 DUPONT ROAD, MARTINSVILLE, VA 24112 and Mitch Smith, whose address is 35 DUPONT ROAD, MARTINSVILLE, VA 24112 and any substitute or successor trustees. If more than one person is named as trustee, the word "Trustee" means each such person.

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

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

87

DEED OF TRUST
(Continued)

Loan No: 3200670

Page 16

GRANTOR:

T R PROPERTIES INC

By: _____ (Seal)
THEOFILOS G BALABANIS, President of T R
PROPERTIES INC

CORPORATE ACKNOWLEDGMENT

STATE OF VIRGINIA

CITY
COUNTY OF MARTINSVILLE

)
) SS
)

On this 14th day of September, 20 15, before me, the undersigned Notary Public, personally appeared THEOFILOS G BALABANIS, President of T R PROPERTIES INC, and known to me to be an authorized agent of the corporation that executed the Deed of Trust and acknowledged the Deed of Trust to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Deed of Trust and in fact executed the Deed of Trust on behalf of the corporation.

By Peggy J. Young
Notary Public in and for State of Virginia
at large

Residing at Bassett, VA
My commission expires 12-31-17
My registration number is 206299



4

SCHEDULE A
DEED OF TRUST LEGAL DESCRIPTION
T R PROPERTIES, INC.
SEPTEMBER 14, 2015

Tax Map No. 05(03)00/03

"All That certain lot or parcel of land, together with the improvements thereon located, lying on the west side of Liberty Street (State Route 108, Figsboro road) in the City of Martinsville, Virginia, and being known and designated as Lot 3 of the Oscar T. Dillon Subdivision as recorded in the City of Martinsville Circuit Court Clerk's Office in Map Book 2, page 81, and as shown on record plat for Clinton C. Prather, Jr. and Mary L. Prather as prepared by J. A. Gustin, CLS, on May 20, 1965, and recorded in said City Clerk's Office in Map Book 9, page 176", and being a portion of the property obtained by T R Properties, Inc., a Virginia Corporation, from Phyllis Q. Karavataakis, Substitute Trustee, by deed dated January 24, 1995, recorded in Deed Book 230, page 644 of the Martinsville Circuit Court Clerk's Office.

INSTRUMENT #1500843
RECORDED IN THE CLERK'S OFFICE OF
MARTINSVILLE ON
SEPTEMBER 14, 2015 AT 02:28PM

ASHBY R. PRITCHETT, CLERK
RECORDED BY: JCC

Mailed 10-10-79
Appalachian Power Co.
Roanoke, Va. 24022

GRW 101-PST-AP (Rev. 2-78)

1121

Eas. No. 62 RAW Map No. 3780-903
W. O. No. 752-0011 (77-424) Prop. No. 14
Line West of Martinsville, Virginia 24.5 KV

THIS AGREEMENT, made this 6 day of August, 19 79 by and
between John D. Wilson And Alcen W. Wilson,
his wife

herein called "Grantors," whether one or more persons, and APPALACHIAN POWER COMPANY, a Virginia corporation, herein called "Appalachian,"

WITNESSETH:

That for and in consideration of the sum of One \$ 00.00 Dollars,
and other valuable consideration, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter set forth, Grantors hereby grant, convey and warrant to Appalachian, a right of way easement for an electric transmission line or lines on and across the following described lands of the Grantors situated in
County of Scott State of Virginia, and bounded:

On the North by the lands of Glenae D. Smith
On the East by the lands of Liberty Street (Pl. 108)
On the South by the lands of Wayne Reynolds
On the West by the lands of _____

TOGETHER with the right to Appalachian to construct, reconstruct, operate, maintain, inspect, protect, repair, replace, renew, relocate, and remove poles; supported structures and towers, with crossarms, guys, anchors and fixtures, and string wires and cables, adding thereto from time to time, on and across said lands; the right to cut, trim and/or otherwise control and, at Appalachian's option, remove from said lands any trees, overhanging branches, brush, or other obstructions which may endanger the safety or interfere with the construction, operation or maintenance of said poles, supported structures, towers, crossarms, guys, anchors, fixtures, wires and cables of said electric transmission line or lines; and the right of ingress and egress in and over existing of future roads and lanes and other reasonable routes on said lands; together with the rights, easements, privileges and appurtenances in or to said lands which may be required for the full enjoyment of the rights herein granted.

It is understood and agreed between the parties hereto that:

1. The Grantors reserve the right to cultivate, pasture or otherwise use said lands in any way not inconsistent with the rights herein granted.

2. Appalachian shall be responsible for injury to Grantors' stock, roads, crops, and fences on said lands, caused by Appalachian while engaged in the exercise of any right herein granted.

3. This instrument contains all agreements expressed or implied between the parties hereto and shall inure to the benefit of and be binding upon their heirs, executors, administrators, trustees, successors, and assigns.

WITNESS the following signatures and seals.

<u>John D. Wilson</u>	(SEAL)	_____	(SEAL)
<u>Aleen W. Wilson</u>	(SEAL)	_____	(SEAL)
_____	(SEAL)	_____	(SEAL)
_____	(SEAL)	_____	(SEAL)
_____	(SEAL)	_____	(SEAL)

STATE OF Virginia)
COUNTY OF Henry) To-wit:

The foregoing instrument was acknowledged before me this 8 day of August
19 79 by John D. Wilson And
Aleen W. Wilson

My Commission expires:

2-24-1980

W. R. Naff
Notary Public in and for the County and State aforesaid.

(For W. Va. Only)
DECLARATION OF CONSIDERATION OF VALUE

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

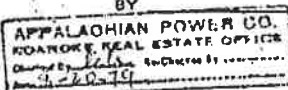
Given under my hand this _____ day of _____

19 _____
APPALACHIAN POWER COMPANY

By _____

(For W. Va. Only)
THIS INSTRUMENT PREPARED

BY



In the Clerk's Office of the Circuit Court for the City of Martinsville, Virginia, this instrument is stated to record at _____ o'clock P.M. September 10, 1979, and with the certificate of acknowledgment therein annexed.

James D. Clark Clerk

Delivered 9-12-79
City

CITY OF MARTINSVILLE, VIRGINIA 1076
FROM
JOHN D. WILSON AND ALEEN W. WILSON, HIS WIFE

This AGREEMENT, made this 22ND day of AUGUST 1979, by and between John D. Wilson and Aleen W. Wilson, his wife parties of the first part hereinafter referred to as owner and the City of Martinsville, Virginia, a municipal corporation, party of the second part, hereinafter referred to as City.

WITNESSETH: That for and in consideration of the benefits accruing or to accrue from the proposed widening and improvements to Liberty Street, situated in Martinsville, Virginia from Big Jane Street to Greyson Street and;

WHEREAS: In providing the proposed widening and improvements to said street, it is necessary that the City extend the cut and/or fill slopes and/or other construction onto the lands of the owner being as shown on plans titled, "Liberty Street Improvements," as prepared by the City of Martinsville, Virginia, Engineering Division, dated May 11, 1978, a copy to be recorded in the City of Martinsville Corporation Court Clerk's Office.

NOW THEREFORE; for and in consideration of the aforesaid benefits accruing or to accrue to the owner by reason of said improvements, the owner doth grant and convey to the City the right and easement to use the areas shown on the aforesaid plans, as being required for the proper construction and maintenance of said street. It is, however, understood and agreed by both parties hereto that, if in the future after completion of this project, the owner's land situated adjacent to this street is graded to street level; thereby eliminating the cut or fill slope embankment resulting in the elimination of the need of such construction easement, then that part of this Agreement shall terminate at that time.

It is understood and agreed by both parties hereto that the City will slope and seed all graded or disturbed areas at the completion of construction.

It is further agreed that the City shall make connection to existing drive-ways and replace with the same type of material as exists in said driveways within the limits of the construction.

It is further agreed that the City shall be allowed to locate electric poles and guy wires, and storm drainage facilities within the easement area and have access for maintaining these facilities.

It is further agreed that the City shall install a 18' Driveway
Jointly for Residence # 907 & 909, a 14' Driveway for each of
Residence # 911 & 913; Reset the fence back onto the new Right of Way
at Residence # 911 and Dispose of Shrubbery within Construction
Limits. EEPW J.W.

The owners covenant and agree that the considerations hereinabove mentioned shall be in lieu of any and all claims for compensation and damages by reason of the location, construction and maintenance of said street project.

WITNESS the following signatures and seals:

John D. Wilson Seal
Alcorn W. Wilson Seal

Lots #2, 3 & 4 (west side)

STATE OF VIRGINIA, AT LARGE

~~CITY OF MARTINSVILLE~~ TO WIT:

I, Chas. E. Pungert, a Notary Public
in and for the ~~City~~ State aforesaid, do hereby certify that
John D. Wilson and Alcorn W. Wilson, his wife whose names are signed
to the foregoing writing dated AUGUST 22, 1979 have each
acknowledged the same before me in my City aforesaid.

My Commission expires MAY 26, 1981

Given under my hand this 30th Day of AUGUST, 1979.

In the Clerk's Office of the Circuit Court for the City of
Martinsville, Virginia, this instrument is admitted to record at
2:00 o'clock P.M. Sept. 4th 1979 and with the
certificate of acknowledgment thereon entered.

Chas. E. Pungert
NOTARY PUBLIC

Jessie O. Craig Clerk

BOOK 133 PAGE 836

Exempted from recordation taxes
and fees under Section 58.1-811(A)(3),
58.1-811(C)(5), 42.1-70 and 17.1-279(E)

STATE OF VIRGINIA

City of Martinsville

KNOW TO ALL MEN BY THESE PRESENTS, that

In the State aforesaid T.R. PROPERTIES, INC. in consideration of the sum of
One and 00/100 \$ 1.00 Dollars,



To me in hand paid at and before the sealing of these presents by the City Of Martinsville in the State aforesaid (receipt whereof is hereby acknowledged), have granted, bargained, sold and released and by these presents do grant, bargain sell, and release unto the City of Martinsville;

A permanent easement and right-of-way, including the perpetual right to enter upon the real estate hereinafter described and construct, and maintain an electric transmission or distribution line or system for the purpose of conducting electricity under the land hereinafter described, necessary for VDOT project 0174-120-279, RW201.

Together with the continuous rights of ingress and egress for any of the aforesaid purposes and the right from time to time to redesign, rebuild, or alter said lines, apparatus and equipment, as Grantee may at any time deem necessary. Any such future changes shall be negotiated at such time changes are necessary.

The land affected by the grant of this easement and right of way is more particularly described on the copy of the attached deed.

All this Strip, piece or parcel of land in the City of Martinsville, Henry County, Virginia as shown on Plan Sheet 4, Parcel 003 of VDOT project plans 0174-120-279, RW201 extending through and across the lands described in deed of record in the office of the Clerk of Court for City of Martinsville in Deed Book _____ at Page _____; and acquired by (me) (us) by said deed or by as shown on the attached drawing.

Reserving however, to the Grantor the right to cultivate and use the ground within the limits of said right of way, provide that such use does not interfere with or obstruct the rights herein granted, and provide further, that the Grantor shall not plant trees, build, create, or construct, nor permit others to plant trees, build, create or construct, any building or other structure or obstruction on or over said lines which will interfere with the construction, operation or maintenance thereof.

TO HAVE AND TO HOLD said easement and right of way before mentioned unto the said City of Martinsville, its successors and assigns forever.

And I (we) do hereby bind myself (ourselves) and my (our) Heirs, Executors and Administrators of Warrant and forever defend all and singular, the said premises unto the City of Martinsville, its Successors and Assigns, against myself (ourselves) and my (our) Heirs and all other persons whomsoever lawfully claiming or claim the same or any part thereof.

Witness my (our) Hand and Seal this 30th day of NOVEMBER in the Year of Our Lord 2010

Signed, Sealed and Delivered
in the presence of

Danny Tyler

(Seal)
(Seal)
(Seal)

STATE OF VIRGINIA
CITY/COUNTY OF MARTINSVILLE

The foregoing instrument was acknowledged before me this 30TH day of
NOVEMBER, 20 10, by T.G. BALABANIS

My Commission expires MAY 31, 2014



D.G. Tyler
Notary Public

INSTRUMENT #1100063
RECORDED IN THE CLERK'S OFFICE OF
MARTINSVILLE ON
JANUARY 20, 2011 AT 02:34PM

ASHBY R. PRITCHETT, CLERK
RECORDED BY: PAM

Exempted from recordation taxes
and fees under Section 58.1-811(A)(3),
58.1-811(C)(5), 42.1-70 & 17.1-279(E)

STATE OF VIRGINIA

City of Martinsville

KNOW TO ALL MEN BY THESE PRESENTS, that

In the State aforesaid T.R. PROPERTIES, INC. in consideration of the sum of
One and 00/100 \$1.00 Dollars,



To Me in hand paid at and before the sealing of these presents by the City Of Martinsville in the State aforesaid (receipt
whereof is hereby acknowledged), have granted, bargained, sold and released and by these presents do grant, bargain sell, and
release unto the City of Martinsville:

A permanent easement and right-of-way, including the perpetual right to enter upon the real estate hereinafter described and
construct, and maintain an electric transmission or distribution line or system for the purpose of conducting
electricity under the land hereinafter described, necessary for VDOT project 0174-120-279, RW201.

Together with the continuous rights of ingress and egress for any of the aforesaid purposes and the right from time to time
to redesign, rebuild, or alter said lines, apparatus and equipment, as Grantee may at any time deem necessary.
Any such future changes shall be negotiated at such time changes are necessary.

The land affected by the grant of this easement and right of way is more particularly described on the copy of the attached deed.

All this Strip, piece or parcel of land in the City of Martinsville, Henry County, Virginia as shown on Plan Sheet 4 Parcel 002 of
VDOT project plans 0174-120-279, RW201 extending through and across the lands described in deed of record in the office of the
Clerk of Court for City of Martinsville in Deed Book _____ at Page _____; and acquired by (me) (us) by said deed or by as
shown on the attached drawing.

Reserving however, to the Grantor the right to cultivate and use the ground within the limits of said right of way, provide that
such use does not interfere with or obstruct the rights herein granted, and provide further, that the Grantor shall not plant
trees, build, create, or construct, nor permit others to plant trees, build, create or construct, any building or other structure or
obstruction on or over said lines which will interfere with the construction, operation or maintenance thereof.

TO HAVE AND TO HOLD said easement and right of way before mentioned unto the said City of Martinsville,
its successors and assigns forever.

And I (we) do hereby bind myself (ourselves) and my (our) Heirs, Executors and Administrators of Warrant and forever
defend all and singular, the said premises unto the City of Martinsville, its Successors and Assigns, against myself (ourselves)
and my (our) Heirs and all other persons whomsoever lawfully claiming or claim the same or any part thereof.

Witness my (our) Hand and Seal this 3rd day of NOVEMBER In the Year of Our Lord
2010

Signed, Sealed and Delivered
in the presence of

Danny Tyle

(Seal)
(Seal)
(Seal)

STATE OF VIRGINIA
CITY/COUNTY OF MARTINSVILLE

The foregoing instrument was acknowledged before me this 30TH day of

NOVEMBER, 20 10, by T. G. BALABANIS

My Commission expires MAY 31, 2014



D. G. Tyler
Notary Public

INSTRUMENT #1100064
RECORDED IN THE CLERK'S OFFICE OF
MARTINSVILLE ON
JANUARY 20, 2011 AT 02:37PM
ASHBY R. PRITCHETT, CLERK
RECORDED BY: PAM

Exempted from recordation taxes
and fees under Section 58.1-811(A)(5),
58.1-811(C)(5); 42.1-70 and 17.1-279(E)

STATE OF VIRGINIA

City of Martinsville

KNOW TO ALL MEN BY THESE PRESENTS, that

In the State aforesaid T.R. PROPERTIES, INC. in consideration of the sum of
One and 00/100 \$1.00 Dollars,



To ME in hand paid at and before the sealing of these presents by the City Of Martinsville in the State aforesaid (receipt whereof is hereby acknowledged), have granted, bargained, sold and released and by these presents do grant, bargain sell, and release unto the City of Martinsville:

A permanent easement and right-of-way, including the perpetual right to enter upon the real estate hereinafter described and construct, and maintain an electric transmission or distribution line or system for the purpose of conducting electricity under the land hereinafter described, necessary for VDOT project 0174-120-279, RW201.

Together with the continuous rights of ingress and egress for any of the aforesaid purposes and the right from time to time to redesign, rebuild, or alter said lines, apparatus and equipment, as Grantee may at any time deem necessary. Any such future changes shall be negotiated at such time changes are necessary.

The land affected by the grant of this easement and right of way is more particularly described on the copy of the attached deed.

All this Strip, piece or parcel of land in the City of Martinsville, Henry County, Virginia as shown on Plan Sheet 4, Parcel 004 of VDOT project plans 0174-120-279, RW201 extending through and across the lands described in deed of record in the office of the Clark of Court for City of Martinsville in Deed Book _____ at Page _____; and acquired by (me) (us) by said deed or by as shown on the attached drawing.

Reserving however, to the Grantor the right to cultivate and use the ground within the limits of said right of way, provide that such use does not interfere with or obstruct the rights herein granted, and provide further, that the Grantor shall not plant trees, build, create, or construct, nor permit others to plant trees, build, create or construct, any building or other structure or obstruction on or over said lines which will interfere with the construction, operation or maintenance thereof.

TO HAVE AND TO HOLD said easement and right of way before mentioned unto the said City of Martinsville, its successors and assigns forever.

And I (we) do hereby bind myself (ourselves) and my (our) Heirs, Executors and Administrators of Warrant and forever defend all and singular, the said premises unto the City of Martinsville, its Successors and Assigns, against myself (ourselves) and my (our) Heirs and all other persons whomsoever lawfully claiming or claim the same or any part thereof.

Witness my (our) Hand and Seal this 30TH day of NOVEMBER In the Year of Our Lord
2010

Signed, Sealed and Delivered
in the presence of

Danny Tyler

(Seal)
(Seal)
(Seal)

STATE OF VIRGINIA

CITY/COUNTY OF MARTINSVILLE

The foregoing instrument was acknowledged before me this 30TH day of
NOVEMBER, 20 10, by T. G. BALABANIS.

My Commission expires MAY 31, 2014



D. G. Tyler
Notary Public

INSTRUMENT #1100065
RECORDED IN THE CLERK'S OFFICE OF
MARTINSVILLE ON
JANUARY 20, 2011 AT 02:40PM
ASHBY R. PRITCHETT, CLERK
RECORDED BY: PAM

TAX MAP #05030005
G-PIN #000721600



RW-29 Corp
Revised 7/07
UPC 94090

**PREPARED BY VDOT
UNDER SUPERVISION OF THE
OFFICE OF THE ATTORNEY GENERAL**

Exempted from recordation taxes
and fees under Sections 58.1-811(A)(3),
58.1-811(C)(5), 58.1-3315, 25.1-418,
42.1-70, 17.1-266, and 17.1-279(E)

THIS AGREEMENT, made this 2nd day of February, 2011, by and between **TR PROPERTIES, INC.**, Grantor, and the **COMMONWEALTH OF VIRGINIA**, Grantee,

WITNESSETH: THAT WHEREAS, it is proposed by the Commonwealth to widen or improve State Highway Route 174, Project 0174-120-279, RW201, from 0.070 Mi. North York Street to 0.128 Mi. North Longview Street in the City of Martinsville, Virginia; and

WHEREAS, in the improvement it is necessary that the Grantee enter upon the lands of the Grantor located in the aforesaid city to extend the road slopes and/or other construction onto the lands, from opposite Station 214+54.14 to opposite Station 214+90.17 as shown on Sheet No. 5 of the plans for the above project on file in the office of the Department of Transportation, Richmond, Virginia;

NOW, THEREFORE, for and in consideration of the premises and of the benefits accruing or to accrue to the Grantor by reason of such improvement, and for the further consideration of One Dollar (\$1.00) cash in hand paid to the said Grantor, receipt of which is hereby acknowledged, the Grantor grants and conveys to the Grantee the temporary right and easement to use the areas from opposite Station 214+54.14 to opposite Station 214+90.17, containing 196 square feet, more or less, and as shown outlined in ORANGE on a photocopy of Sheet No. 5, for the proper execution of the work, which photocopy is hereto attached as a part hereof and recorded simultaneously herewith in the State Highway Plat Book 3, Page 74. This temporary easement will terminate at such time as the construction of the project is completed.

ADDITIONAL CONSIDERATION:

DGT ^{400.00}
~~\$100.00~~ in full for temporary easement, any and all appurtenances thereon, and any and all damages. ^B

The Grantor by the execution of this instrument acknowledges that the plans for the project as they affect its property have been fully explained to its authorized representative.

The Grantor covenants and agrees that the consideration mentioned above and paid to it shall be in lieu of any and all claims to compensation and damages, if any, by reason of the location, construction and maintenance of route and project.

WITNESS the following signature and seal:

TR PROPERTIES, INC.

By T.G. BALABANIS (SEAL)

Title PRESIDENT

STATE OF VIRGINIA

CITY/COUNTY OF MARTINSVILLE

The foregoing instrument was acknowledged before me this 8TH day of FEBRUARY, 2011, by T.G. BALABANIS, PRESIDENT of T R Properties, Inc., a VIRGINIA corporation, on behalf of the corporation.

My Commission expires MAY 31, 2014. Notary Registration No. 322752.



D. G. Tyler
Notary Public

In the Clerk's Office of the Circuit Court for the City of Martinsville, Virginia, this instrument is admitted to record at 9:35 A.M. February 24, 2011. The fee with the certificate of acknowledgment has been paid. The fee imposed by § 55-1-02 of the Code amounting to N/A have been paid. Adrian C. Fritchett Clerk

0
P
-
<
>
+
M

P
O
>
O

Sub Division

PROPERTY OF
OSCAR T. DILLON

SITUATED IN THE CITY OF MARTINSVILLE, VIRGINIA
BEING A PART OF A 14. ACRE TRACT
LEGAL REFERENCE DEED BOOK 72 P 591
HENRY COUNTY CLERKS OFFICE

SCALE 1" = 40'

NOV. 16, 1950

B. Q. Trend
C.L.S.

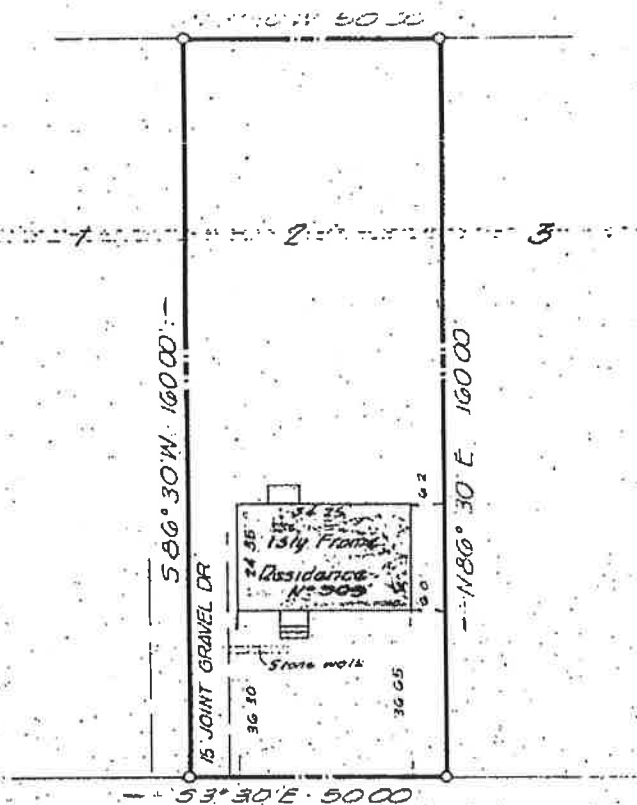
Richard J. Daring Esq
Director of Public Health

Is the Prob. Office of the Circuit Court for the City
Certificate No. 2004 this instrument is admitted to record
at 2:25 P.M. on December 15, 1905, and with the
certificates of acknowledgment before me.

Deane C. Allen Clerk

Yesser. B. July 17. 1891

MB 20.81



LIBERTY STREET - 50.00' W
 (ST RT 108 - FIGSBORO RD)

Fig 50010 -

RECORD PLAT
 FOR

CHARLIE MAJOR SHUMATE

AND

NANCY F. SHUMATE

SITUATED ON THE WEST SIDE OF LIBERTY STREET, MARTINSVILLE, VIRGINIA
 BEING ALL OF LOT 2, OSCAR T. DILLON SUBDIVISION

LEGAL REFERENCE DB 29, p 248, MB 2, p 81,
 MCCCCO



PREPARED BY
J. A. GUSTIN & ASSOCIATES
 CIVIL ENGINEERS & LAND SURVEYORS
 MARTINSVILLE, VIRGINIA



SCALE 1" = 30'

MAY 20 1965

MB 91.174

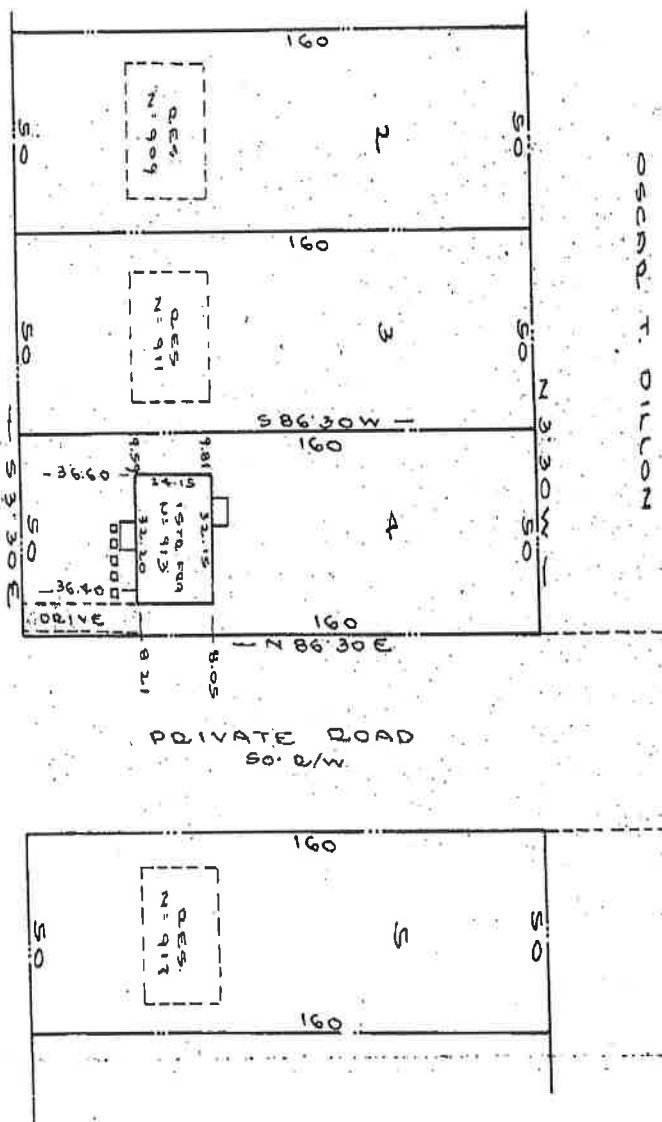
James O. Blaylock Clerk

MAY 30, 1965

ms 9p. 176

MAG. NORTH

OSCAR T. DILON



LIBERTY STREET
FISBORD ROAD
STATE ROUTE 108
50' R/W

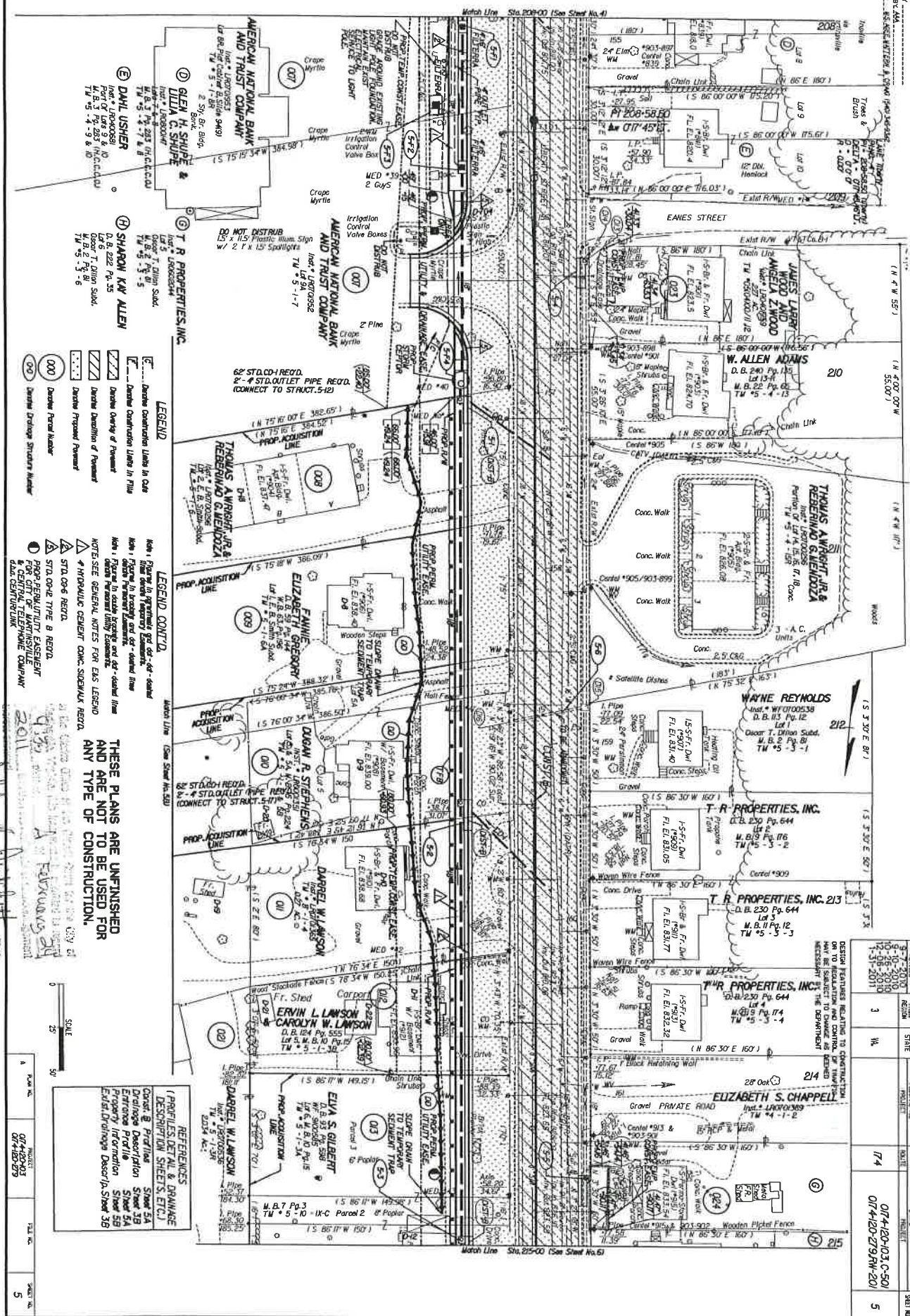
RECORD PLAT

LARRY J. HENDRICKS
& LILAC K. HENDRICKS

SITUATED AT 913 LIBERTY STREET
CITY OF MADRINSVILLE, VIRGINIA
BEING LOT 4, OSCAR T. DILON SID
LEGAL DEF. DEED BOOK
MAP BOOK
CITY OF MADRINSVILLE CLERK'S OFFICE
SCALE 1" = 30'
DEC. 13, 1968

A To City of Martinsville, Virginia, County Clerk's Office
I, W.C. BOOWN, County Clerk, do hereby certify that the foregoing is a true and correct copy of the original plat as filed in my office and upon
this 11th day of December, 1968, at MADRINSVILLE, VIRGINIA.
W.C. BOOWN
CLERK
COUNTY OF MARTINSVILLE, VIRGINIA

MS 11.12



HW4 PB 3
p. 81

SELECTED SEARCH CRITERIA

Jurisdiction: 690 - Martinsville Circuit Court 06/08/2022 04:24PM

	From Date	To Date
Available: Deeds and Land Records	7/1/1971	6/7/2022

Detail Search

Search:

T R PROPERTIES INC

TR PROPERTIES

TR PROPERTIES INC

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

Description: 32 BRIDGE STREET LR190001215

File: 1 Change: 0

Name Type: Grantor

Reverse Party: TR PROPERTIES INC

Book: Page:

Pin or Map: 000210200

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

Description: 32 BRIDGE STREET LR190001215

File: 1 Change: 0

Name Type: Grantee

Reverse Party: AMERICAN NATIONAL BANK AND TRUST COMPANY

Book: Page:

Pin or Map: 000210200

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

Description: LR190001214

File: 1 Change: 0

Name Type: Grantee

Reverse Party: AMERICAN NATIONAL BANK & TRUST COMPANY

Book: Page:

Pin or Map: 000210200

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

Description: LR190001214

File: 1 Change: 0

Name Type: Grantor

Reverse Party: TR PROPERTIES INC

Book: Page:

Pin or Map: 000210200

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

Description: LOT 20R GRAVELY STREET

File: 1 Change: 0

Name Type: Grantor

Reverse Party: WISE DEVELOPMENTS LLC

Book: Page:

Pin or Map: 000210200

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

Description: E/S MAPLE STREET LOT 40

File: 1 Change: 0

Name Type: Grantee

Reverse Party: FALLOON, LEROY DEAN

Book: Page:

Pin or Map: 000020900

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

Description: LR1400556

File: 1 Change: 0

Name Type: Grantee

Reverse Party: AMERICAN NATIONAL BANK & TRUST

Book: Page:

Pin or Map: 000584200

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

Description: LR1400556

File: 1 Change: 0

Name Type: Grantor

Reverse Party: T R PROPERTIES INC

Book: Page:

Pin or Map: 000584200

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

Description: LR1100422

File: 1 Change: 0

Name Type: Grantee

Reverse Party: AMERICAN NATIONAL BANK & TRUST

Book: Page:

Pin or Map: 000468200

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

Description: LR1100422

File: 1 Change: 0

Name Type: Grantor

Reverse Party: T R PROPERTIES INC

Book: Page:

Pin or Map: 000468200

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

Description: LR1100423

File: 1 Change: 0

Name Type: Grantor

Reverse Party: T R PROPERTIES INC

Book: Page:

Pin or Map: 000468200

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

Description: LR1100423

File: 1 Change: 0

Name Type: Grantee

Reverse Party: AMERICAN NATIONAL BANK & TRUST

Book: Page:

Pin or Map: 000468200

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

Description: LR1400804

File: 1 Change: 0

Name Type: Grantee

Reverse Party: BLUE RIDGE BANK NA

Book: Page:

Pin or Map: 000990306

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

Description: LR1400804

File: 1 Change: 0

Name Type: Grantor

Reverse Party: TR PROPERTIES INC

Book: Page:

Pin or Map: 000990306

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

Description: LR1100924

File: 1 Change: 0

Name Type: Grantor

Reverse Party: TR PROPERTIES INC

Book: Page:

Pin or Map: 000204800

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

Description: LR1100924

File: 1 Change: 0

Name Type: Grantee

Reverse Party: BRANCH BANKING AND TRUST COMPANY

Book: Page:

Pin or Map: 000204800

LR 202000037 Type: CS 1/13/2020 Pages: 1
Description: LR1500682
File: 1 Change: 0
Name Type: Grantee
Reverse Party: MARTINSVILLE DUPONT CREDIT UNION

Book: Page:
Pin or Map: 000498400

LR 202000037 Type: CS 1/13/2020 Pages: 1
Description: LR1500682
File: 1 Change: 0
Name Type: Grantor
Reverse Party: TR PROPERTIES INC

Book: Page:
Pin or Map: 000498400

LR 202000036 Type: CS 1/13/2020 Pages: 1
Description: LR1500681
File: 1 Change: 0
Name Type: Grantee
Reverse Party: MARTINSVILLE DUPONT CREDIT UNION

Book: Page:
Pin or Map: 000498400

LR 202000036 Type: CS 1/13/2020 Pages: 1
Description: LR1500681
File: 1 Change: 0
Name Type: Grantor
Reverse Party: TR PROPERTIES INC

Book: Page:
Pin or Map: 000498400

LR 200000010 Type: CS 1/6/2020 Pages: 1
Description: LR1100925
File: 1 Change: 0
Name Type: Grantor
Reverse Party: TR PROPERTIES INC

Book: Page:
Pin or Map: 000210200

LR 200000010 Type: CS 1/6/2020 Pages: 1
Description: LR1100925
File: 1 Change: 0
Name Type: Grantee
Reverse Party: GUILLIAMS, JOHNNY L

Book: Page:
Pin or Map: 000210200

LR 190001215 Type: ASGMTLR 12/30/2019 Pages: 13
Description: 32 BRIDGE STREET, 320 COMMONWEALTH BLVD
File: 1 Change: 0
Name Type: Grantor
Reverse Party: AMERICAN NATIONAL BANK AND TRUST COMPANY

Book: Page:
Pin or Map: 000468200

LR 190001214 Type: RFDT 12/30/2019 Pages: 19
Description: 32 BRIDGE ST-LR1100924 & LR1100925 1515 E
File: 1 Change: 0
Name Type: Grantor
Reverse Party: AMERICAN NATIONAL BANK AND TRUST COMPANY

Book: Page:
Pin or Map: 000468200

320 Comm
1515 E. Church St Extn
25 Rivington Ter
Danville Pa

LR 180000352 Type: DTF 4/19/2018 Pages: 4
Description: 111 MAPLE STREET LR1600494
File: 1 Change: 0
Name Type: Grantee
Reverse Party: HUNT, DEXTER LEWIS; SR BY TRUSTEE

Book: Page:
Pin or Map: 33 3 P 6

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

Description: LR1600494

File: 1 Change: 0

Name Type: Grantor

Reverse Party: JACOB, JANINE M; TRUSTEE

Book: Page:

Pin or Map: 33 3 P 6

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

Description: LR1200510

File: 1 Change: 0

Name Type: Grantee

Reverse Party: BB&T

Book: Page:

Pin or Map: 33 3 P 19

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

Description: LR1200510

File: 1 Change: 0

Name Type: Grantor

Reverse Party: TR PROPERTIES INC

Book: Page:

Pin or Map: 33 3 P 19

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

Description: TERMINATION OF SECURITY INSTRUMENT

File: 1 Change: 0

Name Type: Grantor

Reverse Party: T R PROPERTIES INC

Book: Page:

Pin or Map: 33 3 P 19

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

Description: TERMINATION OF SECURITY INSTRUMENT

File: 1 Change: 0

Name Type: Grantee

Reverse Party: BRANCH BANKING AND TRUST COMPANY

Book: Page:

Pin or Map: 33 3 P 19

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

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

File: 1 Change: 0

Name Type: Grantee

Reverse Party: CARTER, CATHY PEGRAM

Book: Page:

Pin or Map: 16 7 16B 17B

1 deed in

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

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

File: 1 Change: 0

Name Type: Grantee

Reverse Party: CARTER, CATHY PEGRAM

Book: Page:

Pin or Map: 16 7 16A 17A

Another deed in

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

Description: E/S PRINCETON STREET LOT 15 BLOCK 7

File: 1 Change: 0

Name Type: Grantor

Reverse Party: WOODSON, YEWBEE

Book: Page:

Pin or Map: 43 7 15

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

Description: 111 MAPLE STREET

File: 1 Change: 0

Name Type: Grantee

Reverse Party: HUNT, DEXTER LEWIS; SR

Book: Page:

Pin or Map: 33 3 P 6

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

Description: 111 MAPLE STREET

File: 1 Change: 0

Name Type: Grantor

Reverse Party: HUNT, DEXTER LEWIS; SR

Book: Page:

Pin or Map: 33 3 P 6

LR 1600345 Type: OTHER 4/18/2016 Pages: 1

Description:

File: 1 Change: 0

Name Type: Grantee

Reverse Party: BALABANIS, THEOFILOS G

Book: Page:

Pin or Map: 32 1 L 3

LR 1600345 Type: OTHER 4/18/2016 Pages: 1

Description:

File: 1 Change: 0

Name Type: Grantor

Reverse Party: BALABANIS, THEOFILOS G

Book: Page:

Pin or Map: 32 1 L 3

LR 1600344 Type: CS 4/18/2016 Pages: 1

Description:

File: 1 Change: 0

Name Type: Grantee

Reverse Party: BALABANIS, THEOFILOS G

Book: Page:

Pin or Map: 33 3 4R

LR 1600344 Type: CS 4/18/2016 Pages: 1

Description:

File: 1 Change: 0

Name Type: Grantor

Reverse Party: BALABANIS, THEOFILOS G

Book: Page:

Pin or Map: 33 3 4R

LR 1500843 Type: DTCL 9/14/2015 Pages: 17

Description: 911 LIBERTY STREET & PP

File: 1 Change: 0

Name Type: Grantor

Reverse Party: VALLEYSTAR CREDIT UNION

Book: Page:

Pin or Map: 5 3 3

LR 1500682 Type: ASGMTLR 8/3/2015 Pages: 11

Description: 723 JEFFERSON STREET

File: 1 Change: 0

Name Type: Grantor

Reverse Party: VALLEYSTAR CREDIT UNION

Book: Page:

Pin or Map: 44 8 34A

C/S 2020-37

LR 1500681 Type: DOT 8/3/2015 Pages: 18

Description: 723 JEFFERSON STREET & PP

File: 1 Change: 0

Name Type: Grantor

Reverse Party: VALLEYSTAR CREDIT UNION

Book: Page:

Pin or Map: 44 8 34A

C/S 2020-36

LR 1400920 Type: CR 10/27/2014 Pages: 1

Description: LR0900340

File: 1 Change: 0

Name Type: Grantee

Reverse Party: BRANCH BANKING AND TRUST COMPANY

Book: Page:

Pin or Map: 21 1 N 11

LR 1400920 Type: CR 10/27/2014 Pages: 1

Description: LR0900340

File: 1 Change: 0

Name Type: Grantor

Reverse Party: TR PROPERTIES INC

Book: Page:

Pin or Map: 21 1 N 11

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

Description: LR0900339

File: 1 Change: 0

Name Type: Grantor

Reverse Party: TR PROPERTIES INC

Book: Page:

Pin or Map: 21 1 N 11

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

Description: LR0900339

File: 1 Change: 0

Name Type: Grantee

Reverse Party: BB&T

Book: Page:

Pin or Map: 21 1 N 11

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

Description: 320 WEST COMMONWEALTH BLVD

File: 1 Change: 0

Name Type: Grantor

Reverse Party: RIVER COMMUNITY BANK NA

Book: Page:

Pin or Map: 21 1 N11

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

Description: 320 WEST COMMONWEALTH BLVD & PP LR0900339

File: 1 Change: 0

Name Type: Grantor

Reverse Party: RIVER COMMUNITY BANK NA

Book: Page:

Pin or Map: 21 1 N11

C/S 2020-210

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

Description: LR0700838

File: 1 Change: 0

Name Type: Grantee

Reverse Party: CARTER BANK AND TRUST

Book: Page:

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

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

Description: LR0700838

File: 1 Change: 0

Name Type: Grantor

Reverse Party: TR PROPERTIES INC

Book: Page:

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

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

Description: 706 MEMORIAL BLVD N

File: 1 Change: 0

Name Type: Grantor

Reverse Party: AMERICAN NATIONAL BANK AND TRUST COMPANY

Book: Page:

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

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

Description: 706 MEMORIAL BLVD N & PP LR0700838

File: 1 Change: 0

Name Type: Grantor

Reverse Party: AMERICAN NATIONAL BANK AND TRUST COMPANY

Book: Page:

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

C/S 2020-417

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

Description: LR1201290

File: 1 Change: 0

Name Type: Grantee

Reverse Party: MERRICKS, OBADIAH R; JR

Book: Page:

Pin or Map: 32 1 L 3

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

Description: LR1201290

File: 1 Change: 0

Name Type: Grantor

Reverse Party: TR PROPERTIES INC

Book: Page:

Pin or Map: 32 1 L 3

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

Description:

File: 1 Change: 0

Name Type: Grantor

Reverse Party: FIRST CITIZENS BANK & TRUST COMPANY

Book: Page:

Pin or Map: 32 1 L 3

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

Description:

File: 1 Change: 0

Name Type: Grantor

Reverse Party: FIRST CITIZENS BANK & TRUST
COMPANY

Book: Page:

Pin or Map: 33 3 4R

9/16-344

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

Description: BROAD STREET

File: 1 Change: 0

Name Type: Grantor

Reverse Party: MERRICKS, OBADIAH R; JR

Book: Page:

Pin or Map: 32 1 L 3

9/13-122

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

Description: BROAD STREET

File: 1 Change: 0

Name Type: Grantee

Reverse Party: MARTIN, DEBORAH KAY MERRICKS

Book: Page:

Pin or Map: 32 1 L 3

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

Description: W/S FAYETTE STREET LOTS 38 & 39

File: 1 Change: 0

Name Type: Grantee

Reverse Party: KELLAM, KATIE S

Book: Page:

Pin or Map: 30 11 38 39

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

Description: W/S ELLSWORTH STREET

File: 1 Change: 0

Name Type: Grantor

Reverse Party: BRANCH BANKING AND TRUST
COMPANY

Book: Page:

Pin or Map: 33 3 P 19

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

Description: W/S ELLSWORTH STREET PARCEL TWO

File: 1 Change: 0

Name Type: Grantor

Reverse Party: BRANCH BANKING AND TRUST
COMPANY

Book: Page:

Pin or Map: 33 3 P 19

9/17-206

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

Description: W/S ELLSWORTH STREET PARCEL TWO

File: 1 Change: 0

Name Type: Grantee

Reverse Party: SHEVOS, ERIC RYAN

Book: Page:

Pin or Map: 33 3 P 19

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

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

File: 1 Change: 0

Name Type: Grantee

Reverse Party: HANCE, JOHN P

Book: Page:

Pin or Map: 34 3 B 23

1 deed

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

Description: W/S FIGSBORO ROAD LOT 1

File: 1 Change: 0

Name Type: Grantee

Reverse Party: HANCE, JOHN P

Book: Page:

Pin or Map: 5 3 1

1 deed

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

Description: GRAVELY STREET LOT 20R

File: 1 Change: 0

Name Type: Grantor

Reverse Party: GUILLIAMS, FLORA S

Book: Page:

Pin or Map: 32 1 Q 20R

9/20-020

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

Description: GRAVELY STREET LOT 20R

File: 1 Change: 0

Name Type: Grantor

Reverse Party: BRANCH BANKING AND TRUST COMPANY

Book: Page:

Pin or Map: 32 1 Q 20R

C/S 2020-055

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

Description: GRAVELY STREET LOT 20R

File: 1 Change: 0

Name Type: Grantee

Reverse Party: GUILLIAMS, FLORA S

Book: Page:

Pin or Map: 32 1 Q 20R

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

Description: 1515 CHURCH ST EXT

File: 1 Change: 0

Name Type: Grantor

Reverse Party: AMERICAN NATIONAL BANK AND TRUST COMPANY

Book: Page:

Pin or Map: 34 3 H 15

C/S 2020-415

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

Description: 1515 CHURCH ST EXT & PP

File: 1 Change: 0

Name Type: Grantor

Reverse Party: AMERICAN NATIONAL BANK AND TRUST COMPANY

Book: Page:

Pin or Map: 34 3 H 15

C/S 2020-416

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

Description: 826 LIBERTY STREET

File: 1 Change: 0

Name Type: Grantor

Reverse Party: CENTRAL TELEPHONE COMPANY OF VIRGINIA

Book: Page:

Pin or Map: 5 6 9

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

Description: 828 LIBERTY STREET

File: 1 Change: 0

Name Type: Grantor

Reverse Party: CENTRAL TELEPHONE COMPANY OF VIRGINIA

Book: Page:

Pin or Map: 5 6 10

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

Description: 824 LIBERTY STREET

File: 1 Change: 0

Name Type: Grantor

Reverse Party: CENTRAL TELEPHONE COMPANY OF VIRGINIA

Book: Page:

Pin or Map: 5 6 8

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

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

File: 1 Change: 0

Name Type: Grantor

Reverse Party: COMMONWEALTH OF VIRGINIA

Book: Page:

Pin or Map: 5 3 5

11-5?
Liberty St

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

Description: PLAN SHT 4 PARCEL 4 VDOT PROJECT PLAN 0174-12

File: 1 Change: 0

Name Type: Grantor

Reverse Party: MARTINSVILLE CITY OF

Book: Page:

Pin or Map:

Same proj.
No. 12 11-201

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

Description: PLAN SHEET 4 PARCEL 2 VDOT PROJECT 174-120-27

File: 1 Change: 0

Book: Page:

Name Type: Grantor

Pin or Map:

Reverse Party: MARTINSVILLE CITY OF

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

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

File: 1 Change: 0

Book: Page:

Name Type: Grantor

Pin or Map:

Reverse Party: MARTINSVILLE CITY OF

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

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

File: 1 Change: 0

Book: Page:

Name Type: Grantor

Pin or Map: 5 6 10

Reverse Party: COMMONWEALTH OF VIRGINIA

07-1031

not cap prop

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

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

File: 1 Change: 0

Book: Page:

Name Type: Grantor

Pin or Map: 5 6 9

Reverse Party: COMMONWEALTH OF VIRGINIA

not cap prop

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

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

File: 1 Change: 0

Book: Page:

Name Type: Grantor

Pin or Map: 5 6 8

Reverse Party: COMMONWEALTH OF VIRGINIA

not cap prop

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

Description: 723 JEFFERSON STREET

File: 1 Change: 0

Book: Page:

Name Type: Grantee

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

Reverse Party: MYERS, MARIAN J

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

Description: 1206 CHATHAM HGTS

File: 1 Change: 0

Book: Page:

Name Type: Grantee

Pin or Map: 16 7 1B 1A

Reverse Party: SECRETARY OF HOUSING AND URBAN DEVELOPMENT

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

Description: W/S LIBERTY STREET LOTS 9 & 10

File: 1 Change: 0

Book: Page:

Name Type: Grantee

Pin or Map: 5 4 9 10

Reverse Party: USHER, DAHL

1 deed
10

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

Description: W/S MAPLE STREET LOT A

File: 1 Change: 0

Book: Page:

Name Type: Grantee

Pin or Map: 33 3 9

Reverse Party: KEEN MUNCY, BETTY J.

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

Description: N/S COMMONWEALTH BOULEVARD PARCEL N11

File: 1 Change: 0

Book: Page:

Name Type: Grantor

Pin or Map: 21 1 N11

Reverse Party: BRANCH BANKING AND TRUST COMPANY

CB 14-920

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

Description: N/S COMMONWEALTH BOULEVARD PARCEL N11 & PP

File: 1 Change: 0

Name Type: Grantor

Reverse Party: BRANCH BANKING AND TRUST
COMPANY

Book: Page:

Pin or Map: 21 1 N11

C/s 14-919

LR 0900338 Type: DBS 4/3/2009 Pages: 3

Description: N/S COMMONWEALTH BOULEVARD PARCEL N11

File: 1 Change: 0

Name Type: Grantee

Reverse Party: BURTON & BURTON

Book: Page:

Pin or Map: 21 1 N11

not conf. prop

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

Description: LR0201048

File: 1 Change: 0

Name Type: Grantee

Reverse Party: BRANCH BANKING AND TRUST
COMPANY OF VIRGINIA

Book: Page:

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

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

Description: LR0201048

File: 1 Change: 0

Name Type: Grantor

Reverse Party: TR PROPERTIES INC

Book: Page:

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

LR 0701421 Type: DBS 9/6/2007 Pages: 2

Description: LOT BROAD ST

File: 1 Change: 0

Name Type: Grantee

Reverse Party: HUBBARD, MARY P

Book: Page:

Pin or Map: 32 1 L 8

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

Description: 828 LIBERTY STREET LR0500681

File: 1 Change: 0

Name Type: Grantee

Reverse Party: GLASSER AND GLASSER PLC

Book: Page:

Pin or Map: 5 6 10

LR 0700847 Type: ASGMTLR 5/24/2007 Pages: 7

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

File: 1 Change: 0

Name Type: Grantor

Reverse Party: CARTER BANK & TRUST

Book: Page:

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

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

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

File: 1 Change: 0

Name Type: Grantor

Reverse Party: CARTER BANK & TRUST

Book: Page:

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

C/s 14-679

LR 0700698 Type: DBS 5/1/2007 Pages: 3

Description: NW/S CHATHAM ROAD & SE/S BANNER STREET LOT 5

File: 1 Change: 0

Name Type: Grantee

Reverse Party: TESSIER, MARIANNE W

Book: Page:

Pin or Map: 25 4 10

LR 0602044 Type: DTF 11/14/2006 Pages: 3

Description: W/S LIBERTY STREET LOT 5 DEED BOOK 167 PAGE 1

File: 1 Change: 0

Name Type: Grantee

Reverse Party: MILLER, ROBERT RAY; SR

Book: Page:

Pin or Map: 5 3 5

other deed
in

LR 0601849 Type: DBS 10/11/2006 Pages: 3

Description:

File: 1 Change: 0

Name Type: Grantor

Reverse Party: TRIPLE J ENTERPRISES LLC

Book: Page:

Pin or Map: 68 5 P 19A

LR 0601848 Type: DBS 10/11/2006 Pages: 2

Description:

File: 1 Change: 0

Name Type: Grantee

Reverse Party: FEDERAL HOME LOAN MORTGAGE CORPORATION

Book: Page:

Pin or Map: 68 5 P 19A

LR 0600676 Type: DBS 4/28/2006 Pages: 2

Description: 826 LIBERTY STREET

File: 1 Change: 0

Name Type: Grantee

Reverse Party: WILLIAMS, ROMANA C

Book: Page:

Pin or Map: 5 6 9

LR 0500543 Type: CS 4/7/2005 Pages: 1

Description: LR0202306

File: 1 Change: 0

Name Type: Grantee

Reverse Party: BB&T OF VIRGINIA

Book: Page:

Pin or Map: 34 3 B 10 12B

LR 0500543 Type: CS 4/7/2005 Pages: 1

Description: LR0202306

File: 1 Change: 0

Name Type: Grantor

Reverse Party: TR PROPERTIES INC

Book: Page:

Pin or Map: 34 3 B 10 12B

LR 0500409 Type: DBS 3/14/2005 Pages: 3

Description: 603 WATT STREET

File: 1 Change: 0

Name Type: Grantor

Reverse Party: TAYAG, RAYMOND V

Book: Page:

Pin or Map: 34 3 B 10 12B

LR 0500264 Type: AGL 2/16/2005 Pages: 5

Description: 706 NORTH MEMORIAL BOULEVARD CENTRAL PLAZA

File: 1 Change: 0

Name Type: Grantor

Reverse Party: FAMILY DOLLAR STORES OF VIRGINIA INC

Book: Page:

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

LR 0500259 Type: DTF 2/15/2005 Pages: 4

Description: 1414 MOUNTAIN ROAD LR0101250

File: 1 Change: 0

Name Type: Grantee

Reverse Party: BURGESS, AGNELLA N

Book: Page:

Pin or Map: 27 2 22

LR 0202307 Type: ASGMTLR 11/19/2002 Pages: 6

Description: 603 WATT STREET

File: 1 Change: 0

Name Type: Grantor

Reverse Party: BRANCH BANKING AND TRUST COMPANY OF VIRGINIA

Book: Page:

Pin or Map: 34 3 B 10 12B

LR 0202306 Type: DTCL 11/19/2002 Pages: 8

Description: 603 WATT STREET & PP

File: 1 Change: 0

Name Type: Grantor

Reverse Party: BRANCH BANKING AND TRUST
COMPANY OF VIRGINIA

Book: Page:

Pin or Map: 34 3 B 10 12B

9/ 05-543

LR 0202110 Type: DTF 10/25/2002 Pages: 6

Description: DB 213 PG 745 603 WATT STREET

File: 1 Change: 0

Name Type: Grantee

Reverse Party: CANNADAY, MICHAEL W.

Book: Page:

Pin or Map: 34 3 B 10 12B

LR 0201410 Type: DBS 7/15/2002 Pages: 2

Description: PINE STREET LOT 22

File: 1 Change: 0

Name Type: Grantor

Reverse Party: BIGGS, CORNIS EUGENE; JR

Book: Page:

Pin or Map: 34 3 A 23

LR 0201381 Type: CS 7/11/2002 Pages: 1

Description: DB 238 PG 550

File: 1 Change: 0

Name Type: Grantor

Reverse Party: TR PROPERTIES INC

Book: Page:

Pin or Map: 33 3 P 6

LR 0201381 Type: CS 7/11/2002 Pages: 1

Description: DB 238 PG 550

File: 1 Change: 0

Name Type: Grantee

Reverse Party: PATRICK HENRY NATIONAL BANK

Book: Page:

Pin or Map: 33 3 P 6

LR 0201357 Type: CS 7/8/2002 Pages: 1

Description: LR0000516

File: 1 Change: 0

Name Type: Grantee

Reverse Party: PATRICK HENRY NATIONAL BANK

Book: Page:

Pin or Map: 33 3 5

LR 0201357 Type: CS 7/8/2002 Pages: 1

Description: LR0000516

File: 1 Change: 0

Name Type: Grantor

Reverse Party: TR PROPERTIES INC

Book: Page:

Pin or Map: 33 3 5

LR 0201356 Type: CS 7/8/2002 Pages: 1

Description: LR0001011

File: 1 Change: 0

Name Type: Grantor

Reverse Party: TR PROPERTIES

Book: Page:

Pin or Map: 33 3 P 8

LR 0201356 Type: CS 7/8/2002 Pages: 1

Description: LR0001011

File: 1 Change: 0

Name Type: Grantee

Reverse Party: PATRICK HENRY NATIONAL BANK

Book: Page:

Pin or Map: 33 3 P 8

LR 0201355 Type: CS 7/8/2002 Pages: 1

Description: DB 244 PG 757

File: 1 Change: 0

Name Type: Grantee

Reverse Party: PATRICK HENRY NATIONAL BANK

Book: Page:

Pin or Map: 5 6 8

LR 0201355 Type: CS 7/8/2002 Pages: 1

Description: DB 244 PG 757

File: 1 Change: 0

Name Type: Grantor

Reverse Party: TR PROPERTIES INC

Book: Page:

Pin or Map: 5 6 8

LR 0201353 Type: CS 7/8/2002 Pages: 1

Description: DB 240 PG 591

File: 1 Change: 0

Name Type: Grantor

Reverse Party: TR PROPERTIES INC

Book: Page:

Pin or Map: 5 3 2

LR 0201353 Type: CS 7/8/2002 Pages: 1

Description: DB 240 PG 591

File: 1 Change: 0

Name Type: Grantee

Reverse Party: PATRICK HENRY NATIONAL BANK

Book: Page:

Pin or Map: 5 3 2

LR 0201345 Type: CS 7/3/2002 Pages: 1

Description:

File: 1 Change: 0

Name Type: Grantor

Reverse Party: TR PROPERTIES INC

Book: Page:

Pin or Map: 32 1 N 34

LR 0201345 Type: CS 7/3/2002 Pages: 1

Description:

File: 1 Change: 0

Name Type: Grantee

Reverse Party: BB&T OF VIRGINIA

Book: Page:

Pin or Map: 32 1 N 34

LR 0201262 Type: CS 6/25/2002 Pages: 1

Description: DB 272 PG 327

File: 1 Change: 0

Name Type: Grantee

Reverse Party: BB&T OF VIRGINIA

Book: Page:

Pin or Map: 34 3 H 15

LR 0201262 Type: CS 6/25/2002 Pages: 1

Description: DB 272 PG 327

File: 1 Change: 0

Name Type: Grantor

Reverse Party: TR PROPERTIES INC

Book: Page:

Pin or Map: 34 3 H 15

LR 0201223 Type: CS 6/20/2002 Pages: 1

Description: DB 275 PG 45

File: 1 Change: 0

Name Type: Grantee

Reverse Party: BB&T OF VIRGINIA

Book: Page:

Pin or Map: 34 3 H 21

LR 0201223 Type: CS 6/20/2002 Pages: 1

Description: DB 275 PG 45

File: 1 Change: 0

Name Type: Grantor

Reverse Party: TR PROPERTIES INC

Book: Page:

Pin or Map: 34 3 H 21

LR 0201185 Type: CS 6/14/2002 Pages: 1

Description: DB 267 PG 266

File: 1 Change: 0

Name Type: Grantee

Reverse Party: BB&T

Book: Page:

Pin or Map: 32 1 N 30

LR 0201185 Type: CS 6/14/2002 Pages: 1

Description: DB 267 PG 266

File: 1 Change: 0

Name Type: Grantor

Reverse Party: TR PROPERTIES

Book: Page:

Pin or Map: 32 1 N 30

LR 0201142 Type: CS 6/10/2002 Pages: 1

Description: DB 272 PG 327

File: 1 Change: 0

Name Type: Grantee

Reverse Party: BB&T

Book: Page:

Pin or Map: 34 3 H 15

LR 0201142 Type: CS 6/10/2002 Pages: 1

Description: DB 272 PG 327

File: 1 Change: 0

Name Type: Grantor

Reverse Party: TR PROPERTIES INC

Book: Page:

Pin or Map: 34 3 H 15

LR 0201141 Type: CS 6/10/2002 Pages: 1

Description: DB 275 PG 45

File: 1 Change: 0

Name Type: Grantee

Reverse Party: BB&T

Book: Page:

Pin or Map: 34 3 H 13

LR 0201141 Type: CS 6/10/2002 Pages: 1

Description: DB 275 PG 45

File: 1 Change: 0

Name Type: Grantor

Reverse Party: TR PROPERTIES INC

Book: Page:

Pin or Map: 34 3 H 13

LR 0201089 Type: CS 6/3/2002 Pages: 1

Description: DB 272 PG 333

File: 1 Change: 0

Name Type: Grantee

Reverse Party: FORD, JAMES H

Book: Page:

Pin or Map: 34 3 H 15

LR 0201089 Type: CS 6/3/2002 Pages: 1

Description: DB 272 PG 333

File: 1 Change: 0

Name Type: Grantor

Reverse Party: TR PROPERTIES INC

Book: Page:

Pin or Map: 34 3 H 15

LR 0201049 Type: ASGMTLR 5/28/2002 Pages: 31

Description: TRACT A, B, C, BEAVER STREET .33 ACRES & .6 A

File: 1 Change: 0

Name Type: Grantor

Reverse Party: BRANCH BANKING AND TRUST
COMPANY OF VIRGINIA

Book: Page:

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

LR 0201048 Type: DTCL 5/28/2002 Pages: 32

Description:

File: 1 Change: 0

Name Type: Grantor

Reverse Party: BRANCH BANKING AND TRUST
COMPANY OF VIRGINIA

Book: Page:

Pin or Map: 30 11 60H

LR 0101348 Type: DOT 8/22/2001 Pages: 7

Description: 1414 MOUNTAIN ROAD & PP

File: 1 Change: 0

Name Type: Grantee

Reverse Party: BURGESS, AGNELLA N

Book: Page:

Pin or Map: 27 2 22

C/S 07-1527

LR 0101249 Type: DBS 8/3/2001 Pages: 2

Description: W/SIDE MOUNTAIN ROAD LOT 22

File: 1 Change: 0

Name Type: Grantor

Reverse Party: BURGESS, AGNELLA N

Book: Page:

Pin or Map: 27 2 22

LR 0001011 Type: DTCL 6/30/2000 Pages: 5

Description: E/SIDE MAPLE STREET LOT 38 AND PART LOT 37 &

File: 1 Change: 0

Name Type: Grantor

Reverse Party: PATRICK HENRY NATIONAL BANK

Book: Page:

Pin or Map:

C/S 02-1756

LR 0001010 Type: DBS 6/30/2000 Pages: 2

Description: E/SIDE MAPLE STREET LOT 38 & PART OF LOT 37

File: 1 Change: 0

Name Type: Grantee

Reverse Party: LEWIS, JANICE MARIE

Book: Page:

Pin or Map:

LR 0000516 Type: DTCL 4/11/2000 Pages: 10

Description: W/SD MAPLE ST LOT 5 & W/SD CHATHAM HEIGHTS RD

File: 1 Change: 0

Name Type: Grantor

Reverse Party: PATRICK HENRY NATIONAL BANK

Book: Page:

Pin or Map:

C/S 02-1357

LR 0000413 Type: DBS 3/29/2000 Pages: 3

Description: W/SIDE MAPLE STREET LOT 5

File: 1 Change: 0

Name Type: Grantee

Reverse Party: BLAIR, LARRY S

Book: Page:

Pin or Map:

LR 0000176 Type: DBS 2/10/2000 Pages: 2

Description: W/SIDE CHATHAM HEIGHTS ROAD LOT 10

File: 1 Change: 0

Name Type: Grantee

Reverse Party: EANES, RALPH BRUCE

Book: Page:

Pin or Map:

LR 9902419 Type: DBS 12/17/1999 Pages: 2

Description: PINE STREET LOT 22

File: 1 Change: 0

Name Type: Grantee

Reverse Party: CRITZ, NORA K

Book: 278 Page: 777

Pin or Map:

LR 9901648 Type: DTCL 8/20/1999 Pages: 8

Description: 612 CHURCH STREET & PP

File: 1 Change: 0

Name Type: Grantor

Reverse Party: BRANCH BANKING AND TRUST
COMPANY OF VIRGINIA

Book: 275 Page: 45

Pin or Map:

C/S 02-1223

LR 9901365 Type: DBS 7/14/1999 Pages: 3

Description: LOT W/SIDE ELLSWORTH ST

File: 1 Change: 0

Name Type: Grantee

Reverse Party: CHURCH FIRST CHURCH OF THE
LIVING GOD; BY TR

Book: 273 Page: 652

Pin or Map:

LR 9901339 Type: DBS 7/9/1999 Pages: 4

Description: 612 CHURCH STREET

File: 1 Change: 0

Name Type: Grantee

Reverse Party: CANUPP, ROBERT L; JR TRUSTEE

Book: 273 Page: 531

Pin or Map:

LR 9901041 Type: DOT 5/28/1999 Pages: 5

Description: 1515 CHURCH ST EXT- CHATEAU TERRACE APTS & PP

File: 1 Change: 0

Book: 272 Page: 333

Name Type: Grantor

Pin or Map:

Reverse Party: LESTER, LOUISE R

C/S 02-1089

LR 9901040 Type: DTCL 5/28/1999 Pages: 6

Description: 1515 CHURCH ST EXT- CHATEAU TERRACE APTS & PP

File: 1 Change: 0

Book: 272 Page: 327

Name Type: Grantor

Pin or Map:

Reverse Party: PIEDMONT TRUST BANK

C/S 02-1262

LR 9901039 Type: DBS 5/28/1999 Pages: 2

Description: 1515 CHURCH STREET EXT - CHATEAU TERRACE APTS

File: 1 Change: 0

Book: 272 Page: 325

Name Type: Grantee

Pin or Map:

Reverse Party: LESTER, LOUISE R

LR 9900189 Type: CS 2/1/1999 Pages: 1

Description: DEED BOOK 245 PAGE 182

File: 1 Change: 0

Book: 268 Page: 358

Name Type: Grantor

Pin or Map:

Reverse Party: T R PROPERTIES INC

LR 9900189 Type: CS 2/1/1999 Pages: 1

Description: DEED BOOK 245 PAGE 182

File: 1 Change: 0

Book: 268 Page: 358

Name Type: Grantee

Pin or Map:

Reverse Party: PIEDMONT TRUST BANK

LR 9802809 Type: CS 12/30/1998 Pages: 1

Description: DEED BOOK 264 PAGE 352

File: 1 Change: 0

Book: 267 Page: 416

Name Type: Grantor

Pin or Map:

Reverse Party: T R PROPERTIES INC

LR 9802809 Type: CS 12/30/1998 Pages: 1

Description: DEED BOOK 264 PAGE 352

File: 1 Change: 0

Book: 267 Page: 416

Name Type: Grantee

Pin or Map:

Reverse Party: FIRST FEDERAL SAVINGS & LOAN
ASSOCIATION OF MVILL

LR 9802766 Type: DTCL 12/28/1998 Pages: 9

Description: 212 & 216 COLLEGE ST & LOT W/SD ELLSWORTH ST>

File: 1 Change: 0

Book: 267 Page: 266

Name Type: Grantor

Pin or Map:

Reverse Party: PIEDMONT TRUST BANK

C/S 02-1185
02-1345

LR 9802333 Type: DBS 10/28/1998 Pages: 1

Description: W/SIDE MOUNTAIN ROAD LOT 22

File: 1 Change: 0

Book: 265 Page: 259

Name Type: Grantee

Pin or Map:

Reverse Party: ASSOCIATES HOME EQUITY
SERVICES INC; FKA

LR 9802146 Type: DOT 9/30/1998 Pages: 8

Description: 212 & 216 COLLEGE STREET & PP

File: 1 Change: 0

Book: 264 Page: 352

Name Type: Grantor

Pin or Map:

Reverse Party: FIRST FEDERAL SAVINGS & LOAN
ASSOCIATION OF MVILL

C/S 267, 416

LR 9802145 Type: DBS 9/30/1998 Pages: 3

Description: 212 & 216 COLLEGE STREET

File: 1 Change: 0

Name Type: Grantee

Reverse Party: FIRST FEDERAL SAVINGS & LOAN
ASSOCIATION OF MVILL

Book: 264 Page: 349

Pin or Map:

LR 9601717 Type: DTCL 11/15/1996 Pages: 5

Description: LOT W/S ELLSWORTH ST

File: 1 Change: 0

Name Type: Grantor

Reverse Party: PIEDMONT TRUST BANK

Book: 245 Page: 182

Pin or Map:

LR 9601716 Type: DBS 11/15/1996 Pages: 4

Description: LT W/S ELLSWORTH ST EXT

File: 1 Change: 0

Name Type: Grantee

Reverse Party: EANES, JOAN STANLEY

Book: 245 Page: 178

Pin or Map:

LR 9601649 Type: DOT 10/30/1996 Pages: 5

Description: LT 8 E/S FIGSBORO ROAD & PP

File: 1 Change: 0

Name Type: Grantor

Reverse Party: PATRICK HENRY NATIONAL BANK

Book: 244 Page: 757

Pin or Map:

C/S 02-1353

LR 9600995 Type: DBS 7/3/1996 Pages: 2

Description: LT 8 E/S FIGSBORO ROAD

File: 1 Change: 0

Name Type: Grantee

Reverse Party: HENRY COUNTY INVESTMENT
CORPORATION

Book: 242 Page: 117

Pin or Map:

LR 9600643 Type: DOT 5/3/1996 Pages: 8

Description: VARIOUS PARCELS LOCATED IN CITY AND COUNTY

File: 1 Change: 0

Name Type: Grantor

Reverse Party: PATRICK HENRY NATIONAL BANK

Book: 240 Page: 591

Pin or Map:

C/S 02-1353

LR 9600159 Type: DOT 2/7/1996 Pages: 9

Description: 111 MAPLE ST & PP

File: 1 Change: 0

Name Type: Grantor

Reverse Party: PATRICK HENRY NATIONAL BANK

Book: 238 Page: 550

Pin or Map:

C/S 02-1381

LR 9600158 Type: DBS 2/7/1996 Pages: 2

Description: LT 10 E/S MAPLE ST

File: 1 Change: 0

Name Type: Grantee

Reverse Party: HENSLEY, GARY A

Book: 238 Page: 548

Pin or Map:

LR 9500276 Type: DTF 2/27/1995 Pages: 5

Description: LOTS 2 3 4 W/S LIBERTY STREET DB 198 PG 102

File: 1 Change: 0

Name Type: Grantee

Reverse Party: KARAVATAKIS, PHYLLIS Q; TRUSTEE

Book: 230 Page: 644

Pin or Map:

*other
deed in*

LR 9401962 Type: CS 12/14/1994 Pages: 1

Description: DB 160 PG 326

File: 1 Change: 0

Name Type: Grantor

Reverse Party: T R PROPERTIES INC

Book: 229 Page: 254

Pin or Map:

Lawyers Title Insurance Corporation

National Headquarters
Richmond, Virginia

CASE NUMBER	DATE OF POLICY	AMOUNT OF INSURANCE	ENDORSEMENTS	POLICY NUMBER
PH 14328	5-28-02 AT 11:34 AM (City of Mart.) 5-28-02 AT 1:06 PM (Hen. Co.) 5-29-2002 AT 10:06 AM (Mecklenburg Co.)	\$3,200,000.00		G52-0232635

1. Name of Insured:

Branch Banking and Trust Company of Virginia, those successors and assigns 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:

Fee Simple

3. Title to the estate or interest in the land is vested in:

T R Properties, Inc. (as to Items A, B, C, H, I, J, K, L, M, N, O)
Theofilos G. Balabanis (as to Items D, E, F, G)

4. The insured mortgage and assignments thereof, if any, are described as follows:
Deed of trust:

T R Properties, Inc. and Theofilos G. Balabanis to
BB&T-VA Collateral Service Corporation, Trustee,
dated May 28, 2002, and recorded May 28, 2002 at 11:34 A. M.
As Instrument No. LR0201048, Clerk's Office, Circuit Court, City of Martinsville, and
Recorded May 28, 2002 at 1:06 P. M., as Instrument No. 020003655,
Clerk's Office, Circuit Court, County of Henry,
and recorded May 29, 2002 at 10:06 A. M., as Instrument No. 0200003292,
Clerk's Office, Circuit Court,
County of Mecklenburg, State of Virginia.

To secure: \$3,200,000.00

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

Located in the City of Martinsville, County of Henry and County of Mecklenburg, State of Virginia:

Description hereto attached.

THE APPROVED ATTORNEY: James H. Ford



Issued at:

Lawyers Title/Patrick Henry Agency, Inc.
Martinsville, VA

Brenda K. Hall
Countersignature Authorized Officer or Agent

DESCRIPTION A-1

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

DESCRIPTION A-2

ITEM II: All of those five (5) certain tracts or parcel of land, lying and being in the City of Martinsville, Virginia, as shown on a certain map entitled 'Survey of Property of E. Stuart James Grant', dated September 15, 1950, prepared by H. S. Pierce, CLS, which said map is to be recorded in the City of Martinsville Circuit Court Clerk's Office in the current Map Book (see Map Book 6, Page 144), and which said five (5) tracts of land are known and designated as Tracts 'A', 'B', and 'C', '0.33 acre' and '0.6 acre', and which said tracts of land are more particularly described as follows:

TRACT 'A'- BEGINNING at an iron at the intersection of the eastern line of Beaver Street and the southwestern line of Smith Road; thence with the southwestern line of Smith Road S. 26 deg. 32' E. 100.3 feet to an iron; thence continuing along the southwestern line of said Smith Road S. 46 deg. 53' E. 363 feet to a point; thence a new line N. 75 deg. 58' W. 332 feet, more or less, to a point in the eastern line of said Beaver Street N. 2 deg. 47' E. 259.16 feet to the place of beginning, and containing 0.82 acres, more or less.

TRACT 'B'- BEGINNING at a point in the southern line of Rucker Street, that point also marking the northwestern corner of Lot #58; thence along the line of the said Lot #58 and a back line for a tier of lots S. 14 deg. 0' W. 300 feet to a point marking the northern line of Glenn Street; thence with the northern line of Glenn Street N. 75 deg. 58' W. 658.94 feet to a point marking the intersection of the said northern line of said Glenn Street with the eastern line of Beaver Street; thence along the eastern line of Beaver Street N. 2 deg. 47' E. 255.84 feet to a point also marking the southwestern corner of a fifty foot lot previously sold; thence along the line of said lot S. 75 deg. 58' E. 150 feet to a point marking the southeastern corner of said lot; thence continuing along the line of said lot N. 2 deg. 47' E. 50 feet to a point; thence a new line S. 75 deg. 58' E. 300.4 feet to a point; thence along the southern line of Rucker Street S. 75 deg. 58' E. 268 feet to the place of beginning, and containing 4.57 acres, more or less.

TRACT 'C'- BEGINNING at an iron where the northern line of State Highway 220 right-of-way intersects the eastern line of Beaver Street; thence with the eastern line of Beaver Street N. 2 deg. 47' E. 120 feet to a point marking the intersection of the eastern line of Beaver Street with the southern line of Glenn Street; thence with the southern line of Glenn Street S. 75 deg. 58' E. 651 feet to a point also marking the northwest corner of Lot #43; thence with a back line of a tier of lots S. 14 deg. 0' W. 150 feet to a point; thence continuing along the said back line of a tier of lots S. 30 deg. 26' W. 65.4 feet to a point in the northern line of said State Highway 220 right-of-way; thence along the northern line of the said right-of-way N. 61 deg. 24' W. 190 feet to an iron; thence continuing along the said northern line of said right-of-way N. 62 deg. 34' W. 243.1 feet to an iron; thence continuing along the northerly line of the said right-of-way N. 78 deg. 29' W. 158.2 feet to an iron; thence continuing along the northern line of said right-of-way N. 79 deg. 43' W. 30.85 feet to the place of beginning, and containing 2.07 acres, more or less.

TRACT D '0.33 acres'- BEGINNING at a point in the eastern line of Beaver Street as shown on said map, which said beginning point also marks the southwest corner of Tract 'A'; thence with said point of beginning S. 75 deg. 58' E. 332 feet, more or less, to a point; thence S. 46 deg. 53' E. 59.2 feet to an iron; thence S. 66 deg. 5' E. 76.04 feet to a point in the south line of Rucker Street; northeast corner of a fifty foot lot previously sold; thence with the northern line of said fifty foot lot N. 75 deg. 58' W. 150 feet to a point in the eastern line of Beaver Street, which said point also marks the northwestern corner of said fifty foot lot; thence with the eastern line of said Beaver Street N. 2 deg. 47' E. 40.79 feet to the place of beginning, and containing 0.33 acres, more or less.

TRACT E '0.6 acres'- BEGINNING at a point in the eastern line of Beaver Street as shown on said map, which said beginning point also marks the southwestern corner of Tract 'B'; thence with said point of beginning and along the southern line of Tract 'B' S. 75 deg. 58' E. 658.94 feet to a point marking the southwestern corner of Lot #44; thence S. 14 deg. 0' W. 40 feet to a point marking the northeast corner of Tract 'C' and the northwestern corner of Lot #43; thence with the northern line of Tract 'C' N. 75 deg. 58' W. 651 feet to a point in the eastern line of Beaver Street; thence with the eastern line of Beaver Street N. 2 deg. 47' E. 40.79 feet to the place of beginning and containing 0.6 acres, more or less.

LESS, HOWEVER, and not included in this conveyance are those parcels of land previously conveyed to the Grantor to Sam H. Baldwin, et al, by deed dated September 20, 1952, recorded in the City of Martinsville Circuit Court Clerk's Office in Deed Book 29, Page 431. This conveyance includes all improvements located upon the properties herein above described and is made subject to all properly recorded easements; and LESS, HOWEVER, that portion of Tract 'C' conveyed to the Commonwealth of Virginia for the improvement of Route 220 in Deed Book 179, Page 623 and Deed Book 194, Page 196.

The tracts or parcels contained in Item II are more particularly shown on a "Plat of Survey for T R Properties, Inc.", made by J. A. Gustin & Associates, PE & LLS, April 26, 1996, recorded in the Martinsville Circuit Court Clerk's Office.

DESCRIPTION A-3

ITEM III. PARCEL NO. 1: All that certain lot or parcel of land, together with the improvements thereon located, lying the west side of Liberty Street (State Route 108, Figsboro Road), in the City of Martinsville, Virginia, and being known and designated as Lot 2 as shown on record plat for Charlie Major Shumate and Nancy F. Shumate as prepared by J. A. Gustin and Associates dated May 20, 1965, and recorded in the City of Martinsville Circuit Court Clerk's Office in Map Book 9, Page 174.

PARCEL NO. 2: All that certain lot or parcel of land, together with the improvements thereon located, lying on the west side of Liberty Street (State Route 108, Figsboro Road), in the City of Martinsville, Virginia, and being known and designated as Lot 3 of the Oscar Dillon Subdivision as recorded in the City of Martinsville Circuit Court Clerk's Office in Map Book 2, Page 81, and as shown on record plat for Clinton C. Prather, Jr. and Mary L. Prather as prepared by J. A. Gustin, CLS, on May 20, 1965, and recorded in said City Clerk's Office in Map Book 9, Page 176.

PARCEL NO. 3: All that certain lot or parcel of land, together with the improvements thereon located, lying on the west side of Liberty Street (State Route 108, Figsboro Road), in the City of Martinsville, Virginia, and being known and designated as Lot 4 on map of property of Oscar T. Dillon as prepared by J. A. Trent, CLS, November 16, 1950, and record in said City Clerk's Office in Map Book 2, Page 81, and as shown on survey for Larry J. Hendricks and Lilac K. Hendricks as prepared by W. C. Brown, CLS, dated December 13, 1968 and recorded in the City Clerk's Office in Map Book 11, Page 12. LESS< HOWEVER, and not included in the parcels of Item II is that portion thereof conveyed to the City of Martinsville for the improvements of State Route 108 (Liberty Street) by deed dated August 22, 1979, recorded in Deed Book 133, Page 833 of the Martinsville Circuit Court Clerk's Office. See also Deed Book 133, Page 835.

DESCRIPTION A-4

ITEM IV: All that certain lot or parcel of real estate located off the northeast side of U. S. Route 220 Business (Virginia Avenue), Collinsville District (formerly Martinsville District), Henry County, Virginia, together with the improvements thereon located, containing 0.798 acre and designated as Tract No. 1-X according to 'Plat of Survey for T R Properties, Inc.' made by Terry A. Waller, LLS, November 13, 1998, which is described thereby as follows, to-wit:

BEGINNING at a point in the dividing line between the property of the Grantee and the Grantor which is North 49 deg. 39' 24" E. 325.81 feet from a railroad spike on the Northeast margin of U. S. Route 220 marking the dividing line between the property of the Grantor and the Grantee; thence continuing with said dividing line North 49 deg. 39' 24" E. 174 feet to a rear line; thence with that line South 42 deg. 22' 00" E. 199.32 feet to a point; thence South 49 deg. 40' 34" W. 174 feet to a point; thence a new line North 41 deg. 22' 01" W. 199.76 feet to the rail road spike at the beginning. This conveyance includes the right to use and to continue to use that portion of the 20 foot wide easement referenced on the aforesaid plat which lies outside the south-western boundary of the lot herein conveyed.

DESCRIPTION B

All that certain tract or parcel of land with improvements thereon located, situated partially in the Iriswood (formerly Martinsville) Magisterial District and partially in the Martinsville Magisterial District of Henry County, Virginia, on the Southerly side of State Route 57 and on the Northerly side of Grandview Road and being known and designated as Tract 'A', containing by survey 2.950 acres, more or less, all as is more clearly shown on (1) that certain Plat of Survey for East Gate Development Corporation, prepared by J. A. Gustin & Associates, PE & LLS, dated December 22, 1986, and of record in the Henry County Circuit Court Clerk's Office in Map Book 82, Pages 462-464, inclusive and is more recently shown on (2) "Plat of Survey for T R Properties, Inc." made July 15, 1997, by J. A. Gustin & Associates, PE & LLS, of record in the same Clerk's Office in Map Book 89, Page 332.

DESCRIPTION C

All that certain lot or parcel of land located in the Town of Boynton, Mecklenburg County, Virginia, containing 0.78 of an acre, more or less, being bounded on the north by Madison Street (U. S. Highway 58 Business), on the east by Monroe Street, on the south by Jefferson Street, and on the west by lands of the late Judge Sterling Hutcheson as more particularly shown on survey by Crutchfield & Associates, Inc., dated September 1, 2000 and recorded in Plat Cabinet 1, Slide 305, Page 7.

DESCRIPTION D

All that certain lot or parcel of land, with improvements thereon located, situated in the City of Martinsville, Virginia, on the East side of Broad Street and more particularly bound and described according to "Plat of Survey for Theofilos G. Balabanis" made by Lawrence W. Cockram, LLS, March 27, 1991, as follows, to-wit:

BEGINNING at a point on the east side of Broad Street marking the dividing line between the property hereon conveyed and the property obtained by Globman's Realty Corp., by deed recorded in Deed Book 50, Page 99 of the Martinsville Circuit Court Clerk's Office; thence leaving Broad Street, S. 77 deg. 02' 44" E. 65.04 feet to a rear line; thence continuing with the Globman's Realty Corp. property, S. 13 deg. 53' 11" W. 51.21 feet to the property line of property formerly belonging to McKee Funeral Home, Inc., now belonging to Theofilos G. Balabanis; thence with that property line N. 77 deg. 02' 44" W. 65.04 feet to the East margin of Broad Street; thence with Broad Street N. 13 deg. 53' 11" E. 51.21 feet to the point of beginning.

DESCRIPTION E

All that certain lot or parcel of land with improvements thereon located, situated in the City of Martinsville, Virginia, on the east side of Broad Street, all as is more clearly shown on a Plat of Survey for Ina W. McKee, prepared by J. A. Gustin, CLS, dated March 2, 1972, and being more particularly described as follows, to-wit:

BEGINNING at a big nail set in asphalt at the southwest corner of Evans Apartment building, which point is 319 feet, more or less, from East Church Street; thence South 77 deg. 02 min. 44 sec. East 219.94 feet to a big nail set in asphalt; thence South 9 deg. 14 min. 22 sec. West 85 feet to an iron pipe; thence with the line of the Broad Street Hotel property, North 77 deg. 35 min. 34 sec. West 226.88 feet to an iron pipe on the east side of Broad Street; thence with Broad Street, North 13 deg. 53 min. 30 sec. East 87 feet to the point of beginning.

DESCRIPTION F

All those certain lots or parcels of land situated on the Southwest margin of State Route #57 and the Southeast margin of Jackson Street, Blackberry District, Henry County, Virginia, being all of Lots 21 and 22 and part of Lots 29 and 30, Block "D", of the Midway Subdivision, Property of The J. D. Bassett Manufacturing Company in Map Book 1, Page 115, and being shown on Plat of Survey for Theofilos George Balbanis by J. A. Gustin & Associates, PE & LLS, dated November 9, 1983, said plat recorded in the aforesaid Clerk's Office. (See Deed Book 370, Page 116).

DESCRIPTION G

All those two (2) certain parcels of land situated in the Ridgeway District of Henry County, Virginia, on the North side of Villa Road, fronting thereon 75 feet each and running back between parallel lines 195 feet, and being Lots No. 9 and No. 10, of Section 1, as shown on a map of the property known as Marrowbone Heights prepared by J. A. Gustin, CLS, October 25, 1957, recorded in the Henry County Circuit Court Clerk's Office in Map Book 11, at Page 54.

DESCRIPTION H

PARCEL A: All those five certain lots or parcels of land with improvements thereon located, situated in the Horsepasture District of Henry County, Virginia, on the southerly side of the road leading from Bassett to Blackberry Church, Virginia, bounded and described as a whole as follows, to-wit:

BEGINNING at a point in the southerly margin of said highway marking the dividing line between Lots #3 and #4 as shown on the hereinafter mentioned map; thence along said dividing line South 52 deg. East 388 feet to a point in the middle of Blackberry Creek; thence down Blackberry Creek as it meanders 567.08 feet, more or less, to a point in Brammer's line; thence along Brammer's line North 39 deg. 12 min. West 230.8 feet to said road; thence along said road South 38 deg. West 543.5 feet to the point of beginning, and being Lots #4 through #24, inclusive, as shown on a map of the property of H. Russ and Mary Groome Barnes, dated March 22, 1949, prepared by J. A. Trent, C.L.S., and of record in the Henry County Circuit Court Clerk's Office in Map Book 4, Page 180, LESS AND EXCEPT Lots 4 through 8 previously conveyed off.

PARCEL B: All those certain lots or parcels of land, together with the improvements thereon, located on and near the State Highway leading from Bassett to Blackberry Church described and designated as Lot Nos. 1, 2, and 3 as a whole, BEGINNING at an iron stake at the point of intersection of the Northwest margin of said State Road 698 with the Southwest margin of State Road 712 leading toward North Bassett; thence off with the Southwest margin of latter road, North 35 deg. West 155 feet to a stake at a corner of Lot No. 48; thence off with the line of latter lot, South 40 deg. 115 feet to the back corner between Lots No. 3 and 4, thence off with the dividing line between latter lots, South 50 deg. East 150 feet to a stake on the Northwest margin of said State Road; thence off with the Northwest margin of said road, North 40 deg. East 75 feet to the beginning.

Lots Nos. 35 through 42, inclusive, and said residence tract as a whole: BEGINNING at an iron stake on the East margin of the private road leading to the residence on said 20 acre tract and at the Northwest corner of Lot No. 34; thence off with the line of latter lot, North 40 deg. East 22 feet to an iron stake at the West corner of said Lot No. 35; thence off with the back lines of Lots No. 34 through 29, South 50 deg. East 150 feet to the back corner between Lots No. 22 and 23; thence off with the back lines of Lots No. 22 through 7, North 40 deg. East 400 feet to a common corner of Lots No. 48 through 43, North 50 deg. West 150 feet to the line of said residence tract, thence off with the line of Lot No. 43, North 40 deg. East 231 feet to an iron stake in old road leading to said residence and being located on the West margin of said Road No. 712; thence off with the West margin of latter road, North 1 deg. East 175 feet, North 12-1/2 deg. West 65 feet, North 24 deg. West 91 feet to corner of 3/4 acre lot previously conveyed to George W. Reynolds and wife by deed dated December 30, 1953; thence off with the line of latter lot, South 60-1/2 deg. West 135 feet to a corner, thence North 31 deg. West 240 feet to an iron stake at the corner of the 1.1 acre lot of said Reynolds and wife; thence off with the line of said 1.1 acre lot, North 84 deg. West 100 feet to an iron stake, a corner with the 2.2 acre lot previously conveyed to said Reynolds and wife in said last mentioned deed; thence off with the line of latter lot, South 79 deg. West 495 feet to a corner, thence North 33-1/2 deg. West 188 feet to a fence post (call for chestnut stump) in old line; thence with old line, North 68 deg. West crossing branch 379 feet to a large flat rock; thence off along old line, South 31 deg. East recrossing the branch 1557 feet, more or less, South 24 deg. East 91 feet to an iron stake, a corner with Bowman, now or formerly; thence off with said Bowman line, North 71 deg. East 86 feet to said road leading to said residence; thence off along the West margin of said road a northerly course 166 feet to a stake; thence off North 40 deg. East 33 feet crossing over latter road to the beginning.

PARCEL C: All of those thirteen adjoining lots or parcels of land situated about one and one-half miles Southwest of Bassett in Horsepasture District of Henry County, Virginia, near Blackberry Creek on the northwest side of of the State highway leading from Bassett to Blackberry Church, and on the Northeast side of State Road No. 712 leading from said Highway toward North Bassett, being Lot Nos. 30, 31, 32, 33, 34, 35 (each of said lots fronting on said Highway), and Lot Nos. 36, 37, 38, 39, 40, 41, and 42 (each fronting on said Road No. 712), all of said lots being 25 feet wide on the front and back except lot No. 35 which is 29 feet wide on the front and 13 feet wide on the back and extends along the Northeast margin of said Road No. 712), all of said lots being 25 feet wide on the front and back except Lot No. 35 which is 29 feet wide on the front and 13 feet wide on the back and extends along the Northeast margin of said Road No. 712 a distance of 220 feet to the line of Lot No. 6, as all of said lots are shown and designated in Sectoin A on map of property of said R. L. Brammer made by J. A. Trent, C.L.S., on September 28, 1946, recorded in the Circuit Court Clerk's Office in said County in Map Book 3, Page 284.

PARCEL D: All those three certain adjoining lots or parcels of land, situated a short distance Southwest of Bassett on the northwest side of State Highway No. 698 leading from Bassett to Blackberry Church (sometimes referred to as the Blackberry Road), in the Horsepasture District of Henry County, Virginia, and being Lots Nos. 4, 5, and 6 as shown on Map of Property of J. B. and E. T. Frith, made by C. M. Wyatt, Surveyor, in December, 1953, recorded in the Circuit Court Clerk's Office in said County in the then current Map Book, and said lots being bounded, and described as a whole according to said map as follows, to-wit:

BEGINNING at a stake on the Northwest margin of said State highway, a corner between Lot Nos. 3 and 4; thence off with the dividing line between latter lots North 50 deg. West 150 feet to the line of lot No. 48; thence with the line of latter lot South 40 deg. West 75 feet to the back corner between Lot Nos. 6 and 7; thence off with the dividing line between latter lots South 50 deg. East 150 feet to a stake of the Northwest margin of said highway; thence off with the Northwest margin of said Highway North 40 deg. East 75 feet to the beginning, said lots each being 25 feet wide and 150 feet deep.

PARCEL E: All those six (6) certain adjoining lots or parcels of land together with all improvements thereon, situated a short distance Southwest of Bassett, near the Northwest margin of State Highway No. 698 leading from Bassett to Blackberry Church (sometimes referred to as the Blackberry Road), in Horsepasture District of Henry County, Virginia, and being known and designated as Lot Nos. 29, 30, 31, 32, 33, and 34 as shown on map of property of H. B. Frith and E. T. Frith, made by C. M. Wyat, Surveyor, in December, 1953, recorded in the Henry County Circuit Court Clerk's Office in Map Book 6, Page 104, and said lots herein conveyed being bounded and described as a whole according to said map as follows, to-wit:

BEGINNING at a stake on the Northeast margin of the road leading to the residence located on said subdivision, a corner between Lot Nos. 28 and 29; thence off with the back lines of Lot Nos. 28 through 23 North 40 deg. East 165 feet to the South corner of Lot No. 35; thence off with the line of latter lot North 50 deg. West 150 feet to an iron stake in the line of the residence tract of 20 acres, more or less, thence off with the latter tract South 40 deg. West 22 feet to a stake on the Northeast margin of said road; thence off with the Easterly margin of said road a Southerly course 217 feet to the beginning.

PARCEL F: All that certain lot, piece or parcel of land, with all improvements thereon situated in Martinsville, Virginia, designated as Lot #5, situated on the West side of Maple Street, and more particularly described as follows: Beginning at an iron at a concrete wall on the westerly line of Maple Street South 16 deg. 15' West 48.70 feet to an old iron pipe in a joint driveway; thence off with said driveway, North 73 deg. 26' West 129.75 feet to an iron on a fence line; thence North 16 deg. 15' East 48.70 feet to an iron; thence South 73 deg. 26' East 129.75 feet to the point of beginning, according to a survey made by J. A. Gustin & Associates, CCE, dated November 30, 1965.

PARCEL G: All that certain lot or parcel of land with improvements thereon located, situated in the City of Martinsville, Virginia, on the West side of Chatham Heights Road (State Route No. 57), and being known and designated as Lot #10, Chatham Heights, of the T. M. Ford Subdivision, as shown on a map legended "Map of T. M. Ford Subdivision", prepared by T. S. Moore, C.L.S., dated January 30, 1938, and of record in the Henry County Circuit Court Clerk's Office in Map Book 2, Page 33; and further shown on a Record Plat for Wilbur L. Wright and Patricia A. Wright, prepared by J. A. Gustin and Associates, C.E. & L.s., dated June 28, 1965, recorded in the City of Martinsville Circuit Court Clerk's Office in Map Book 15, Page 168 (Cabinet A, Slie 293).

DESCRIPTION I

All that certain tract or parcel of land, together with all the improvements thereon, situated on the Southerly side of State Route 57 in the Iriswood Magisterial District of Henry County, Virginia, being known and designated as Parcel 'A' containing 1.028 acres, more or less, as more particularly shown on Plat of Survey for Jesse T. Earles and Sarah A. Earles, prepared by Marvin E. Scarce, CLS, dated July 5, 1999, recorded in the Henry County Circuit Court Clerk's Office. (See Map Book 90, Page 206)

DESCRIPTION J

All of that certain lot or parcel of land, together with all improvements thereon, known as the Regency House Apartments property located at 612 Church Street in the City of Martinsville, Virginia, bounded and described as follows, to-wit:

BEGINNING at a point in the South margin of Church Street, marked by an iron in the dividing line between the property herein conveyed and the property shown on the hereinafter mentioned map as belonging to Kennon C. Whittle; thence with Whittle's line, South 3 deg. 56 min. East 252.36 feet to a new rear line; thence South 85 deg. 02 min. West 98.4 feet to a point marking the dividing line between the property herein conveyed and that which is shown on said map as the Mitchell property; thence with Mitchell's line, North 4 deg. 17 min. West 255.55 feet to Church Street; thence with Church Street North 89 deg. 59 min. East 100 feet to the point of beginning, LESS, HOWEVER, whatever rights have previously been reserved in a 30 foot alley space shown on said map; reference is here had to a map of the property prepared by J. A. Trent, CLS, July 2, 1953, recorded in the Clerk's Office of the Circuit Court of the City of Martinsville, Virginia, in Map Book 3, Page 86.

DESCRIPTION K

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

DESCRIPTION L

ITEM I: All those two certain lots or parcels of land, with improvements thereon located, situated on the West and Northwest side of College Street, in the City of Martinsville, Virginia, as shown on Plat for A. W. Patterson and Lula P. Oakley, prepared by J. A. Trent, CLS, dated January 21, 1953, of record in the Clerk's Office of the Circuit Court of the City of Martinsville, Virginia, in Map Book 3, Page 48, and being bounded and described according to prior deed as follows, to-wit:

PARCEL 1: BEGINNING on the West side of College Street, in the City of Martinsville, Virginia, at the Southeast corber of J. C. Minter's lot; thence with the line of his lot in a westerly direction to the depth of 220 feet; thence in a Southerly direction 94 feet; thence in an easterly direction 235 feet to College Street; thence with the said street in a Northerly direction 81 ½ feet to the point of beginning. LESS that small triangular lot of land conveyed to Clarence C. Donovan, et als, by deed from A. W. Patterson, widower, dated November 9, 1950, and of record in the aforesaid Clerk's Office in Deed Book 22, Page 140, said property being more particularly described as follows: BEGINNING at a point which is 42 deg. 46 min. 16 sec. East 132.18 feet from an iron, which iron is situated on the Easterly margin of Bridge Street, and marks the dividing line between the property conveyed to the said Clarence C. Donovan, et al, by A. B. Via, and the property now owned by Via, and running off from said beginning point, which is 132.18 feet from Bridge Street, as aforesaid, North 25 deg. 18 min. 45 sec. East 4 feet to a point; thence South 64 deg. 41 min. 16 sec. East 25 feet to a stake; thence 46 deg. 24 min. 45 sec. West 71.82 feet to an iron stake in the Via property; thence North 25 deg. 18 min. 45 sec. East along the old fence row to the point of beginning, said property also known as 212 College Street.

PARCEL 2: BEGINNING at a copper nail in the sidewalk on the Northwest side of College Street, which point is at the dividing line between the property herein conveyed and the Oakley property; thence along said College Street, South 19 deg. 52 min. West 82 feet to a railroad spike in the sidewalk; thence along the dividing line between the property herein conveyed and the Harry L. Nunn property North 73 deg. 08 min. West 149.90 feet to an iron; thence North 19 deg. 14 min. East 15.73 feet to an iron; thence North 67 deg. 05 min. West 100 feet to an iron at the dividing line between the rear line of the property herein conveyed and C. D. Willis property; thence along said rear line North 17 deg. 34 min. East 109.36 feet to an iron; thence along the dividing line between the property herein conveyed and the Oakley property South 61 deg. 05 min. East 257.32 feet to a copper nail in side-walk on the Northwest side of College Street and the point of beginning, said property also known as 216 College Street.

ITEM 2: All of that certain lot or parcel of land, with improvements thereon, lying on the West side of Ellsworth Street Extension, in the City of Martinsville, Virginia, and further described as follows, to-wit:

BEGINNING at a stake on the Northeast corner of A. D. Witten lot on the West side of said street; thence with said Witten's lot, North 75-3/4 deg. West 127 feet to a stake; thence North 11 deg. East 49.5 feet to a stake; thence South 73 deg. East 137 feet to said street; thence with the same a southerly direction 48.5 feet to the point of beginning.

DESCRIPTION M

All that certain lot or parcel of land with improvements thereon located, situated on the West side of Maple Alley (now Ellsworth Street extended), in the City of Martinsville, Virginia, and being more particularly bounded and described as follows, to-wit:

BEGINNING at an iron stake in the west line of said street or alley, 13 feet in the northern direction from an old corner maple; thence with what was Martin's line, North 75 deg. West 149 feet to an iron stake in a back line; thence with said back line, North 20 deg. East 50 feet to a post; thence with D. H. Pannill, et als' line, South 20 deg. West 51.1 feet to the point of beginning.

DESCRIPTION N-1

All those certain lots or parcels of land, together with the improvements thereon, situated on the easterly side of Maple Street in the City of Martinsville, Virginia, and being part of Lot 37 and all of Lot 38 as shown on "Map and Survey of Fifty Lots Belonging to George D. Gravely, Deceased" as recorded in the Henry County Circuit Court Clerk's Office in Deed Book 33, Page 615, and as shown on survey for Janice Marie Lewis as prepared by J. A. Gustin & Associates, PE & LS, dated October 12, 1994, recorded in Plat Book 22, Page 153 (Plat Cabinet B, Slide B-41) in the City of Martinsville Circuit Court Clerk's Office.

DESCRIPTION N-2

All that certain lot or parcel of land, together with improvements thereon located, lying on the easterly side of Maple Street in the City of Martinsville, Virginia, and being all of Lot 10 of The Henry G. Mullens Estate Subdivision as shown on map prepared by T. S. Moore, CLS, on May 12, 1925, and recorded in the Henry County Circuit Court Clerk's Office in Map Book 2, Page 108, and as shown on survey for Gary A. Hensley as prepared by J. A. Gustin & Associates, PE & LS, dated March 16, 1991 (see Map Book 20, Page 105 of the City of Martinsville Circuit Court Clerk's Office.

DESCRIPTION O

All that certain lot or parcel of land, together with the improvements thereon, lying and being on the southeastern side of State Route No. 1141 (formerly S. R. No. 667) and also known as Stultz Road, situated in Villa Heights, in the Martinsville District of Henry County, Virginia, being known and designated as Lot 11A as shown on Map of Jesse B. Gilley & Central Enterprises, Inc. and Vernon H. Leath, showing Revision of Lots 9A, 10A, 11A, prepared by Marvin E. Searce, June 21, 1978, and recorded in the Henry County Circuit Court Clerk's Office in Map Book 70, Page 70.

Lawyers Title Insurance Corporation

CASE NUMBER

PH 14328

SCHEDULE B PART I

POLICY NUMBER

G52-0232635

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:

- 1) As to all properties located in the County of Henry, taxes for the year 2002, a lien, but not yet due and payable.
- 2) As to all properties located in the City of Martinsville and County of Mecklenburg, taxes subsequent to those for the second half fiscal year 2001-2002, not yet due and payable.
- 3) As to all properties, rights of tenants in possession under unrecorded leases.
- 4) As to all properties, pending disbursement of the proceeds of the loan secured by the insured deed of trust, including all future advances or readvances made before or after repayments of such loan, this policy insures at any one time only to the extent of the amount actually disbursed and outstanding from time to time up to the face amount of the policy. Further, this policy insures that future disbursements, including all future advances or readvances made before or after repayments of such loan, shall have priority over all other defects in or objections to the title excepts as to:
 - A. Any docketed judgment, notice of which has been given to the noteholder of record in accordance with Section 55-58.2 of the Code of Virginia, at the address indicated in the deed of trust.
 - B. Federal tax liens, notice of which is filed prior to the making of such disbursement.
 - C. Bankruptcy affecting the estate or interest of mortgagor.
 - D. Taxes and assessments, subsequent to those shown in Schedule B of this policy.
 - E. Any purchase money security interest in goods and fixtures as provided under Sections 8.9-312 of the Code of Virginia, and
 - F. Filed or unfiled mechanics' liens.
 - G. Liens or charges created under any environmental protection laws, ordinances or regulations.
 - H. Any other defects or encumbrances shown in Schedule B of this policy.

As to Description A-1:

- 5) Easement granted Lee Telephone Company by instrument of record in Deed Book 131, Page 372.
- 6) Easement granted Appalachian Power Company by instrument of record in Deed Book 164, Page 34.

CONTINUED ON FOLLOWING PAGE

CASE NUMBER

PH 14328

**SCHEDULE B
PART I**

POLICY NUMBER

G52-0232635

- 7) Easement granted Henry County Public Service Authority by instrument of record in Deed Book 232, Page 47, as shown on plat of survey by Lawrence W. Cockram, dated October 13, 1987, recorded in Map Book 82, Page 1422.
- 8) Easement granted for a 50-foot service road of record in Deed Book 324, Page 528.
- 9) Rights of tenants in possession under unrecorded leases.
- 10) Building restriction line of 112 feet as shown on the recorded plat of survey by Lawrence W. Cockram, L.L.S., dated October 13, 1987, recorded in Map Book 82, Page 1422, a future violation thereof will not cause a forfeiture or reversion of title.
- 11) The following matters as shown on Plat of Survey by Lawrence W. Cockram, L.L.S., dated October 13, 1987, recorded in Map Book 82, page 1422:
 - A) American Electric Power Company's high tension line and 150-foot easement located across insured premises.
 - B) American Electric Power Company's high tension line and 60-foot easement located across insured premises.
 - C) Fence encroaches upon adjoining property along the south property line.
- 12) Such state of facts occurring subsequent to October 13, 1987, as would be disclosed by an accurate survey and inspection of the premises.

As to Description A-2

- 13) Easement granted City of Martinsville for permanent utility easement and drainage easement along Memorial Boulevard, recorded in Deed Book 179, Page 623.

CONTINUED ON FOLLOWING PAGE

CASE NUMBER
PH 14328

**SCHEDULE B
PART I**

POLICY NUMBER
G52-0232635

14) The following matters as shown on plat of survey by J. A. Gustin dated April 26, 1996:

- A) City of Martinsville's variable width permanent utility easement located inside portions of the southerly property lines of Tract "C".
- B) A portion of the Virginia Department of Transportation's 15' x 15' permanent drainage easement located inside the extreme southeast property corner of Tract "C".
- C) City of Martinsville Electric Department's power poles and overhead power lines located inside portions of the northerly property lines of Tract "B".
- D) City of Martinsville Electric Department's overhead power line and Adelphia Cable Communications' overhead cable transmission line are located inside the northerly property line of the remainder of the 0.33 acre tract.
- E) City of Martinsville Electric Department's overhead power line extends from Pole No. 22 to Pole No. 3 on Tract "B".
- F) City of Martinsville Electric Department's pole No. 22 located on the extreme west property line of Tract "C" and overhead power line and Adelphia Cable Communications' overhead cable transmission line located inside the front property line near the extreme southwest property corner.
- G) City of Martinsville Electric Department's pole No. 24 located on the front property line near the extreme Southwest property corner. Overhead power line and Adelphia Cable Communications' overhead cable transmission line located along a portion of the south portion of the south property line of Tract "C".
- H) Central Telephone Company of Virginia's overhead telephone line and Adelphia Cable Communications' overhead cable transmission line located inside portions of the northerly property lines of Tract B.
- I) Central Telephone Company of Virginia's pole No. A1 located inside the extreme west property line of Tract B and overhead telephone line extends from said pole, in a southeasterly direction, through Tract B, the 0.6 acre tract, and onto Tract C.
- J) Drop inlets and storm sewer lines located on Tract C, to carry storm water run-off and natural drainage.

CONTINUED ON FOLLOWING PAGE

CASE NUMBER
PH 14328

**SCHEDULE B
PART I**

POLICY NUMBER
G52-0232635

- K) A portion of the metal canopy, at the gas pump island, encroaches into the U. S. Route 220-Business – Memorial Boulevard right-of-way, however it is not within the traveled way of said right-of-way.
- L) Portions of the concrete walk on abutting Lots 39 and 40 encroach inside the extreme southeast property line of Tract C.
- 15) Such state of facts occurring subsequent to April 26, 1996, as would be disclosed by an accurate survey and inspection of the premises.

As to Description A-3

- 16) Easement granted Appalachian Power Company by instrument dated August 6, 1979, from John D. Wilson and Alea W. Wilson, recorded in Deed Book 134, Page 85.
- 17) Easement granted City of Martinsville by instrument dated August 22, 1979, from John D. Wilson and Alea W. Wilson, recorded in Deed Book 133, Page 835.
- 18) (As to Parcel 1) Fifteen-foot joint gravel drive used in common situated partly on insured premises and partly on the property adjoining on the south as shown on plat of survey by J. A. Gustin dated May 20, 1965, recorded in Map Book 9, Page 174.
- 19) (As to parcel 2) City of Martinsville Electric Department's overhead power lines located across insured premises as shown on plat of survey by J. A. Gustin dated May 20, 1965, recorded in Map Book 9, Page 176.

As to Description A-4

- 20) Restrictions and other matters, if any, appearing of record in Map Book 89, Page 998, but this policy insures that a violation thereof will not cause a forfeiture or reversion of title. NOTE: This exception omits any covenant, condition or restriction based on race, color, religion, sex, handicap, familial status or national origin as provided in 42 U.S.C. Section 3604, unless and only to the extent that the covenant (a) is not in violation of state or federal law, (b) is exempt under 42 U.S.C. Sect. 3607, or (c) relates to a handicap, but does not discriminate against handicapped people.
- 21) Rights of others in and to the use of the appurtenant easement set out in the description under Schedule A hereof.

CONTINUED ON FOLLOWING PAGE

Buyers Title Insurance Corporation

CASE NUMBER
PH 14328

SCHEDULE B PART I

POLICY NUMBER
G52-0232635

As to Description B:

- 22) Restrictions and other matters, if any, appearing of record in Deed Book 160, Page 510, and Deed Book 180, Page 237, but this policy insures that a violation thereof will not cause a forfeiture or reversion of title. NOTE: This exception omits any covenant, condition or restriction based on race, color, religion, sex, handicap, familial status or national origin as provided in 42 U.S.C. Section 3604, unless and only to the extent that the covenant (a) is not in violation of state or federal law, (b) is exempt under 42 U.S.C. Sect. 3607, or (c) relates to a handicap, but does not discriminate against handicapped people.
- 23) Agreement between the City of Martinsville and East Gate Development Corporation dated August 6, 1974, recorded in Deed Book 253, Page 706.
- 24) Agreement between the Henry County Public Service Authority, East Gate Development Corporation, and the City of Martinsville dated September 4, 1974, recorded in Deed Book 255, Page 35.
- 25) Developer's Agreement between East Gate Development Corporation and the City of Martinsville, recorded in Deed Book 253, Page 704.
- 26) Easement granted Appalachian Power Company by instrument dated September 8, 1980, from East Gate Development Corporation, recorded in Deed Book 326, Page 126.
- 27) Easement granted for utility easement by instrument dated March 7, 1974, recorded in Deed Book 249, Page 894.
- 28) Unrecorded easements for utilities located along front of Tract "A" that were in existence when East Gate Development Corporation acquired the property from the Commonwealth of Virginia (Department of Highways and Transportation), including drains, sewer, water, gas lines, telephone and/or electric power lines.
- 29) The following matters as shown on plat of survey by J. A. Gustin & Associates, dated July 15, 1997, recorded in Map Book 89, Page 332:
- A) Henry County Public Service Authority's manholes, 8-inch sanitary sewer line and 10-foot easement located on the northwesterly portion of insured premises.

CONTINUED ON FOLLOWING PAGE

Lawyers Title Insurance Corporation

CASE NUMBER
PH 14328

SCHEDULE B PART I

POLICY NUMBER
G52-0232635

- B) Sprint's poles and overhead telephone line located across the northerly portion of insured premises and pedestal located on the northwesterly portion of insured premises.
 - C) American Electric Power Company's poles and overhead power line located across the northerly portion of insured premises and poles and overhead power lines located on the southeasterly portion of insured premises, and overhead power line located across the southerly portion of insured premises.
 - D) Adelphia Cable Communications' overhead cable transmission line located across the northerly portion of insured premises and overhead cable transmission line located across the southerly portion of insured premises.
 - E) A portion of the former right-of-way of State Route 57 (now abandoned) is part of the northwest portion of the insured premises.
 - F) 10-foot Utility easement located along the extreme southwest property line, 5 feet to each side of the property line.
 - G) City of Martinsville's 6-inch cast iron water line and 10-foot easement located on the extreme southwesterly portion of insured premises.
 - H) Drop inlets, 18-inch concrete pipe, 15-inch concrete pipe, 15-inch corrugated metal pipe, 12-inch corrugated metal pipe, and concrete gutter for the purpose of storm water run-off located on the northwest, westerly, and southwesterly portions of insured premises.
 - I) Virginia Department of Highways and Transportation's permanent utility easement located inside the front property lines on the northwest portion of insured premises.
 - J) Portions of the swimming pool and boathouse encroach upon the Virginia Department of Transportation's permanent utility easement.
 - K) A portion of the mailbox shelter encroaches upon the Henry County Public Service Authority's sanitary sewer line and 10-foot easement.
 - L) Fire Hydrant located on the northwesterly portion of insured premises.
- 30) Such state of facts occurring subsequent to July 15, 1997, as would be disclosed by an accurate survey and inspection of the premises.

CONTINUED ON FOLLOWING PAGE

Buyers Title Insurance Corporation

CASE NUMBER
PH 14328

SCHEDULE B PART I

POLICY NUMBER
G52-0232635

As to Description C:

31) The following matters as shown on plat of survey by Marvin L. Crutchfield dated August 30, 2000, revised September 1, 2000, recorded in Plat Cabinet 1, Slide 305, Page 7:

- A) Power poles and overhead power lines located on and across insured premises.
- B) Water main and valves located on the southwesterly portion of insured premises.
- C) Manhole located on the southeasterly portion of insured premises.
- D) Gas tank located on the easterly portion of insured premises.
- E) Telephone booth located on the northeasterly portion of insured premises.
- F) Clean-out located on the northwesterly portion of insured premises.
- G) Drive, sign planter and sidewalk encroaches onto Madison Street.

32) Such state of facts occurring subsequent to September 1, 2000, as would be disclosed by an accurate survey and inspection of the premises.

As to Description D:

33) Such state of facts occurring subsequent to March 27, 1991, as would be disclosed by an accurate survey and inspection of the premises.

As to Description E:

34) Such state of facts occurring subsequent to November 29, 1990, as would be disclosed by an accurate survey and inspection of the premises.

CONTINUED ON FOLLOWING PAGE

CASE NUMBER
PH 14328

SCHEDULE B PART I

POLICY NUMBER
G52-0232635

As to Description F:

35) The following matters as shown on plat of survey by J. A. Gustin dated November 9, 1983, recorded in Deed Book 370, Page 116:

A) American Electric Power's poles and overhead power line located across the easterly portion of insured premises.

B) Water meter located on the northerly portion of insured premises.

36) Encroachment upon property adjoining on the west by the concrete stairwell, building, concrete pads, and fence appurtenant to insured premises as shown on plat of survey by J. A. Gustin dated November 9, 1983, recorded in Deed Book 370, Page 116. This policy insures against loss or damage sustained by reason of any final court order or judgment requiring the removal of said encroachment.

37) Such state of facts occurring subsequent to November 9, 1983, as would be disclosed by an accurate survey and inspection of the premises.

As to Description G:

38) Restrictions and other matters, if any, appearing of record in Deed Book 126, Page 66, 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: This exception omits any covenant, condition or restriction based on race, color, religion, sex, handicap, familial status or national origin as provided in 42 U.S.C. Section 3604, unless and only to the extent that the covenant (a) is not in violation of state or federal law, (b) is exempt under 42 U.S.C. Sect. 3607, or (c) relates to a handicap, but does not discriminate against handicapped people.

39) Easement granted Lee Telephone Company by instrument recorded in Deed Book 125, Page 417.

40) Easements granted Appalachian Electric Power Company by instruments recorded in Deed Book 86, Page 302, and Deed Book 125, Page 244.

As to Description H:

41) As to Parcel A, easements granted Henry County Public Service Authority by instrument dated March 1, 1979, from Harold D. Eanes and Vilor W. Eanes, recorded in Deed Book 301, Page 447, and by instrument recorded in Deed Book 301, Page 440.

CONTINUED ON FOLLOWING PAGE

Yers Title Insurance Corporation

CASE NUMBER

PH 14328

SCHEDULE B PART I

POLICY NUMBER

G52-0232635

- 42) As to Parcels A and E, attention is directed to the fact that this policy does not insure title to the personal property located on insured premises, including but not limited to the mobile homes located thereon.
- 43) As to Parcels A and B, rights of others thereto entitled in and to the continued uninterrupted flow of and branches or streams.
- 44) As to Parcel B, Easement granted Henry County Public Service Authority by instrument dated July 16, 1984, from H. D. Eanes and Vilor W. Eanes, recorded in Deed Book 382, Page 90.
- 45) As to Parcels B and E, Easement granted Appalachian Electric Power Company by instrument dated September 12, 1947, recorded in Deed Book 90, Page 303.
- 46) As to Parcel C, Easement granted Henry County Public Service Authority by instrument dated March 1, 1979, from H. D. Eanes and Vilor W. Eanes, recorded in Deed Book 301, Page 449.
- 47) As to Parcel F, joint driveway situated partly on insured premises and partly on property adjoining on the south as shown on plat of survey for The Virginia Association of Workers for the Blind, Inc., of Richmond, Virginia, prepared by J. A. Gustin & Associates, dated November 30, 1965.
- 48) As to Parcel G, Easement granted Appalachian Power Company by instrument recorded in Deed Book 31, Page 441.
- 49) As to Parcel G, encroachment upon property adjoining on the southwest by the gravel drive appurtenant to insured premises as shown on plat of survey by J. A. Gustin & Associates, dated June 28, 1965, recorded in Map Book 15, Page 168. This policy insures against loss or damage sustained by reason of any final court order or judgment requiring the removal of said encroachment.

As to Description I:

- 50) Easement granted Appalachian Power Company by instrument recorded in Deed Book 411, Page 383.
- 51) Easements granted Lee Telephone Company by instruments recorded in Deed Book 219, Page 124, Deed Book 227, page 767, and Deed Book 227, Page 774.
- 52) Title to that portion of the property within the bounds of the cemetery as shown on plat of survey by M. E. Scearce, dated July 5, 1999, recorded in Map Book 90, Page 206, together with the right of ingress and egress thereto.

CONTINUED ON FOLLOWING PAGE

CASE NUMBER
PH 14328

SCHEDULE B
PART I

POLICY NUMBER
G52-0232635

- 53) Old farm road located across the southerly portion of insured premises as shown on plat of survey by M. E. Scarce, dated July 5, 1999, recorded in Map Book 90, Page 206.

As to Description J:

- 54) Thirty-foot alley space located across the westerly portion of insured premises as shown on plat of survey by J. A. Trent, dated July 2, 1953, recorded in Map Book 3, Page 86.
- 55) Such state of facts occurring subsequent to July 2, 1953, as would be disclosed by an accurate survey and inspection of the premises.

As to Description K:

- 56) Such state of facts as would be disclosed by an accurate survey and inspection of the premises.

As to Description L:

- 57) As to Parcel 1, ten-foot joint alley space used in common situated partly on insured premises and partly on property adjoining on the south as shown on plat of survey by J. A. Trent, dated January 21, 1953, recorded in Map Book 3, Page 48.

As to Description N-2:

- 58) Joint use drive used in common situated partly on insured premises and partly on property adjoining on the south, as shown on plat of survey by J. A. Gustin dated March 26, 1991, recorded in Map Book 20, Page 105.

As to Description O:

- 59) Restrictions and other matters, if any, appearing of record in Map Book 2, Page 329, 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: This exception omits any covenant, condition or restriction based on race, color, religion, sex, handicap, familial status or national origin as provided in 42 U.S.C. Section 3604, unless and only to the extent that the covenant (a) is not in violation of state or federal law, (b) is exempt under 42 U.S.C. Sect. 3607, or (c) relates to a handicap, but does not discriminate against handicapped people.

CONTINUED ON FOLLOWING PAGE

CASE NUMBER
PH 14328

SCHEDULE B
PART I

POLICY NUMBER
G52-0232635

- 50) Building restriction line of 35 feet as shown on the recorded plat of subdivision, which restriction has not been violated and a future violation thereof will not cause a forfeiture or reversion of title.
- 51) Encroachment upon 30-foot roadway by the concrete drive appurtenant to insured premises as shown on plat of survey by Marvin E. Scarce, dated June 21, 1978, recorded in Map Book 70, Page 70. This policy insures against loss or damage sustained by reason of any final court order or judgment requiring the removal of said encroachment.

Employers Title Insurance Corporation

CASE NUMBER

PH 14328

SCHEDULE B PART I

POLICY NUMBER

G52-0232635

PART II

In addition to matters set forth in Part I 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 —