

12351264



Fidelity National Title

Insurance Company

Fidelity National Title Insurance Company
5540 Centerview Drive
Suite 403
Raleigh, NC 27606
Attn: TitleWave Processing
Phone: 877-249-0005
Fax:
Email: Virginia@TitleWaveRES.com

Date: 4/3/2025
Invoice No: 12351264
Unit #: 03000.580899
Customer Ref #: 25-42760-R

TO: Acquisition Title and Settlement Agency, Inc.
Ethan Boush
3140 Chaparral Drive, SW
Roanoke, VA 24018

RE: Buyer: Woltz & Associates, Inc.
Property: 1120 Bypass Road,
Vinton, VA 24179
County/Parcel: 061.13-04-13.03-
0000
Seller: Gobble Support Systems Inc
Notes:

Date	Code	Product Description	Liability	Charge Amount
4/3/2025	5500	Search and Exam VA	\$0.00	\$200.00
			Invoice Total:	\$200.00

Remittance Advice - DUE UPON RECEIPT

Please send along with remittance to:

Fidelity National Title Insurance Company
5540 Centerview Drive
Suite 403
Raleigh, NC 27606
Attn: TitleWave Processing

Date: 4/3/2025
Invoice No: 12351264
Unit #: 03000.580899
Contact: Acquisition Title and
Settlement Agency, Inc.
Check # _____
Amount Enclosed _____

Please view your Search Notes in the Attached Document section of the Case Folder.

Thank you!

LIMITATIONS OF LIABILITY

THIS REPORT IS LIMITED IN SCOPE. IT IS NOT A COMMITMENT, ABSTRACT OF TITLE, TITLE OPINION, CERTIFICATE OF TITLE OR PRELIMINARY TITLE REPORT, NOR IS IT A REPRESENTATION OF THE STATUS OF TITLE, AND ITS ACCURACY IS NOT INSURED. WHILE THIS INFORMATION IS BELIEVED TO BE CORRECT, THE COMPANY MAKES NO REPRESENTATIONS AS TO ITS ACCURACY, DISCLAIMS ANY WARRANTIES AS TO THE REPORT, ASSUMES NO DUTIES TO YOU OR ANY THIRD PARTY, DOES NOT INTEND FOR YOU OR ANY THIRD PARTY TO RELY ON THE REPORT, AND ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE ON THIS REPORT OR OTHERWISE. IN PROVIDING THIS REPORT, THE COMPANY IS NOT ACTING AS AN ABTRACTOR OF TITLE. IF IT IS DESIRED THAT LIABILITY BE ASSUMED BY THE COMPANY, YOU MAY REQUEST AND PURCHASE A POLICY OF TITLE INSURANCE, A BINDER, OR A COMMITMENT TO ISSUE A POLICY OF TITLE INSURANCE. NO ASSURANCE IS GIVEN AS TO THE INSURABILITY OF THE TITLE. CUSTOMER RECOGNIZES THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, CUSTOMER UNDERSTANDS THAT THE COMPANY IS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REQUESTED REPORT UNLESS THE COMPANY'S LIABILITY IS STRICTLY LIMITED. CUSTOMER AGREES, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THE REPORT, THAT THE TOTAL AGGREGATE LIABILITY OF THE COMPANY AND ITS AGENTS, SUBSIDIARIES, AFFILIATES, EMPLOYEES AND SUBCONTRACTORS SHALL NOT IN ANY EVENT EXCEED THE COMPANY'S TOTAL FEE FOR THE REPORT. IN NO EVENT WILL THE COMPANY, ITS SUBSIDIARIES, AFFILIATES, EMPLOYEES, SUBCONTRACTORS OR AGENTS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, DIRECT, INDIRECT, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE OF THE COMPANY, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE.

FIDELITY NATIONAL TITLE GROUP, INC.

Chicago Title, Commonwealth Land Title and Fidelity National Title Insurance Companies
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: 12351264

CUSTOMER: 25-42760-R

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

Gobble Support Systems, Inc., a Virginia corporation

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

(☒) UNDER THE FOLLOWING DEED:

Grantor(s): Patrick Gobble and Jennifer Gobble

Dated: 1/28/14 Recorded: 1/31/14 Deed Book & Pg./Inst. No: 201400918

(☐) See "Other Matters" section or additional attachments for additional Source Deeds

(☐) 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 COUNTY OF ROANOKE VIRGINIA. Recordation references are to the Clerk's Office of the Circuit Court thereof unless otherwise stated.

BRIEF LEGAL DESCRIPTION:

New Parcel D being 2.587 acres as shown on plat recorded in Plat Book 16, Page 185;

TOGETHER WITH reciprocal easements as set for in Declarations.... Recorded in Deed Book 1452, Page 1135 and Deed Book 1453, Page 864

(☒) Use description in DEED recorded in/as 201400918

DEEDS OF TRUST: (☐) None

1. Grantor(s): GOBBLE SUPPORT SYSTEMS, INC.
Trustee(s): BB&T VA COLLATERAL SERV CORP
Dated: 4/27/17 Deed Book & Pg./Inst. No: 201704362
Recorded: 4/28/17 Amount: \$ 675000.00
Named Beneficiary: BRANCH BANKING & TRUST
Assignments, Subordination Agmts, etc.: AOR 202007512
 SUBSTITUTE OF TRUSTEE 202501637

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
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): WOLTZ & ASSOCIATES, INC.

LIENS FOUND: NONE

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: GOBBLE SUPPORT SYSTEMS INC

Assessed Description: PAR D SUBD FOR P N C - 2.58000 AC

Tax Map/ID# 061.13-04-13.03-0000 Bill # GPIN# 2721887

Land \$ 269700 Improvements \$ 992100 Total \$ 1270700

Annual Amt \$ 12,517.44 Taxes Payable on: 6/5 & 12/5

Taxes Paid Thru: 6/5/2024

* Delinquent Taxes: 12/5/2024 - BALANCE DUE \$7,114.07

Taxes a Lien, Not Yet Due: 6/5/2025 - \$6258.72

Town Taxes, Exemptions, Rollback, Supplementals, Stormwater Fees, Etc: VINTON - \$421.26 PER HALF - CURRENT ✓

Property Address (not warranted): 1120 BYPASS RD, VINTON, VA 24179

(☐) See "Other Matters" section or additional attachments for additional Tax information and/or Tax Parcels

RESTRICTIONS AND/OR DECLARATIONS: (☐) None

Dated: Recorded: Deed Book & Pg./Inst. No: SEE POLICY 8230646-88502031

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

DEEDED EASEMENTS: (☐) NONE

From: SEE POLICY 8230646-88502031

To:

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

From:

To:

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

From:

To:

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

From:

To:

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

ITEMS SHOWN ON PLAT OF SUBDIVISION recorded in/as : (☐) None

1.
2.
3.
4.

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

1. Plat recorded as showing:
2. Plat recorded as showing:

ACCESS:

- (☒) street(s) named:
- (☒) 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 # Items to be picked up from this policy affecting the property listed on page 1 are as follows:

PRIOR POLICY 8230646-88502031 – 3/6/2013 – PATRICK & JENNIFER GOBBLE
MATTERS 2-17

EFFECTIVE DATE: @ 8:00 A.M.

SEARCHER:

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

	<u>Grantor Index</u>	<u>Judgment Index (20 years)</u>	<u>Financing Statements</u>	<u>Adverse Lists</u>	<u>Real Estate Taxes</u>	<u>Grantee Index (Releases)</u>	<u>Wills & Fiduciaries</u>	<u>Adverse Dates</u>	
								<u>From</u>	<u>To</u>
GOBBLE SUPPORT SYSTEMS, INC.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	1/28/14	4/1/25
GOBBLE SUPPORT SYSTEMS, INC.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3/30/05	4/1/25
PATRICK GOBBLE AND JENNIFER GOBBLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	2/28/13	1/31/14
PATRICK GOBBLE AND JENNIFER GOBBLE	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3/30/05	1/31/14
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

No Open Deed of Trust Verification Checklist:

- ☐ Ran Names through appropriate indexes to verify no open Deed of Trust found
- ☐ Checked county/recorder to verify no open Deed of Trust
- ☐ Provided Release of last Deed to Trust information for Deeds of Trust in Chain of Title
- ☐ Other:

12351264 25-42760-R 4/1/2025
ROANOKE COUNTY
061.13-04-13.03-0000
1120 BYPASS RD, VINTON, VA 24179

SELLER: GOBBLE SUPPORT SYSTEMS INC.
BUYER: WOLTZ & ASSOCIATES, INC.

PRIOR POLICY 8230646-88502031 – 3/6/2013 – PATRICK & JENNIFER GOBBLE

CHAIN:

GOBBLE SUPPORT SYSTEMS, INC.

FM 1/28/2014 1/31/2014 WD 201400918 NEW PARCEL D – 2.587 AC – PB 16 PG 185
T/W EASEMENT IN RES – DB 1452 1135 & DB 143 864

PATRICK GOBBLE AND JENNIFER GOBBLE

FM 2/28/2013 3/6/2013 SW 201302937 NEW PARCEL D – 2.587 AC – PB 16 PG 185
T/W EASEMENT IN RES – DB 1452 1135 & DB 143 864

HOMETOWN BANK

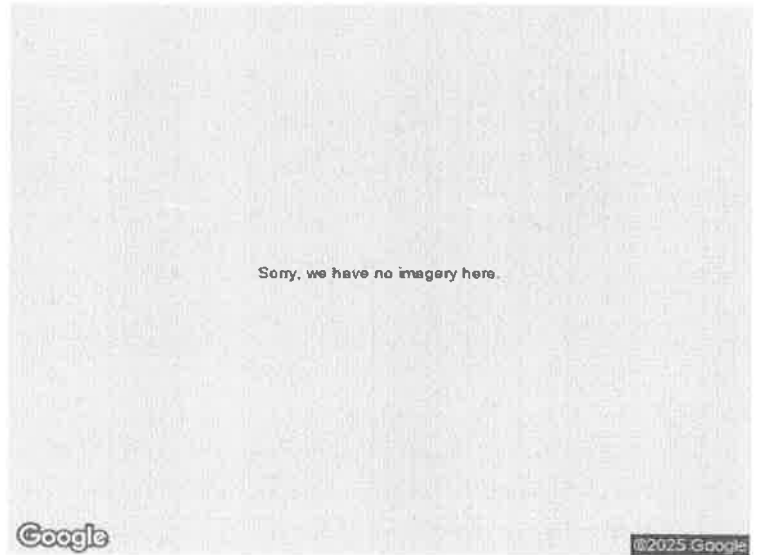
FM 201005337

NOTES:

DOT 201400919	AOR 201400920	SAT 201600004	SAT 201600005
DOT 201704362	AOR 202007512	ST 202501637	

Property Location: 1120 BYPASS RD
Parcel ID: 061.13-04-13.03-0000
Magisterial District: Vinton
Account: 23281
Card 1 of 1

Owner Name and Mailing Address:
GOBBLE SUPPORT SYSTEMS INC
105 KNOLL CT VINTON VA 24179



Current Property Assessment 2025

Total Building Value: 992100
Total Land Value: 269700
Total Value: 1270700

Narrative Description

This property contains 2.58000 AC of land with a(n) OFFICE style building, Built about 2014, having primary FACE BRICK secondary STONE exterior and ARCHITECTURAL SHINGLES roof cover, 0 bedroom(s), 0 full bath(s), 0 half bath(s).

Property Characteristics

Jurisdiction:	Town Of Vinton	
Legal Description:	PAR D SUBD FOR P N C	
Deeded Acreage:	2.58000 AC	Neighborhood: J017 / WASH.AVE./HARDY RD
Estimated Acreage:	2.6539 AC	Census Block: 511610311012001
Vacant Land:	NO	Land Use Program: NO

Sales Information

Most Recent Sales

<u>Sale Date</u>	<u>Sale Price</u>	<u>Legal Reference</u>
1/31/2014	0	DB201400918
3/6/2013	137500	DB201302937
6/4/2010	132000	DB201005337
8/29/2008	0	DB200812150
8/1/1994	0	DB0014530867
1/1/1900	0	PB0001600185

Property Location: 1120 BYPASS RD

Parcel ID: 061.13-04-13.03-0000

Magisterial District: Vinton

Account: 23281

Card 1 of 1

Zoning Information

Split:

Zoning Code

Vinton-GB

Zoning Description

General Business District

Action No:

Date:

Ordinance:

Name:





Property Location: 1120 BYPASS RD
Parcel ID: 061.13-04-13.03-0000
Magisterial District: Vinton
Account: 23281
Card 1 of 1

Overlay Districts

Emergency Communications: No
Airport: No
Wellhead Protection: No
Floodplain: No
Roanoke River Conservation: No
*Manufactured Housing: No
Clearbrook Village: No

*For more Information on Town of Vinton Zoning, please call 540-983-0605 or visit

<https://www.vintonva.gov/index.aspx?NID=19>

Community Number: 510190

Flood Zone Information

Flood Certificates FIRM Panel: 51161C0169G
Flood Zone: X

Effective Date: 9/28/2007
Floodway:

Building Description

Building Type:	OFFICE	Foundation Type:	CONTINUOUS FOOTING
Year Built:	2014	Roof Structure:	HIP
Finished Area (SF):	9192	Roof Cover:	ARCHITECTURAL SHINGLES
Style/Story Height:	2.0 STORIES	Primary Exterior Wall:	FACE BRICK
Bedrooms:	0	Secondary Exterior Wall:	STONE
Full Baths:	0	Primary Interior Walls:	DRYWALL
Half Baths:	0	Secondary Interior Wall:	
Air Conditioning:	100%	Primary Floors:	CARPET
Heating:	100%	Secondary Floors:	HARDWOOD
Heating Type:	HEAT PUMP	Basement Garage:	
Heating Fuel:	ELECTRIC	Fireplace:	

Property Location: 1120 BYPASS RD

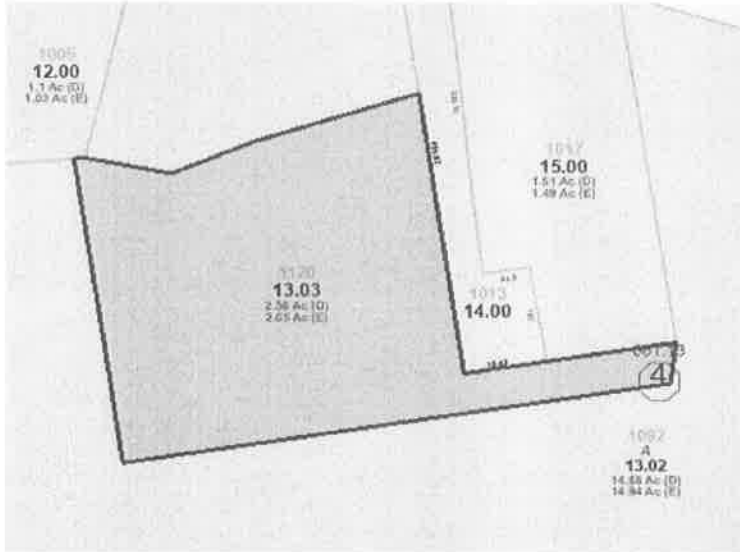
Parcel ID: 061.13-04-13.03-0000

Magisterial District: Vinton

Account: 23281

Card 1 of 1

Tax Map



Hybrid



Property Location: 1120 BYPASS RD

Parcel ID: 061.13-04-13.03-0000

Magisterial District: Vinton

Account: 23281

Card 1 of 1



Real Estate

View Bill

View bill image

As of	4/3/2025
Bill Year	2024
Bill	24022244
Owner	GOBBLE SUPPORT SYSTEMS INC
Parcel ID	061130413030000

Installment	Pay By	Amount	Payments/Credits	Balance	Interest	Due
1	6/5/2024	\$421.26	\$421.26	\$0.00	\$0.00	\$0.00
2	12/5/2024	\$421.26	\$421.26	\$0.00	\$0.00	\$0.00
Penalties		\$10.00	\$10.00	\$0.00	\$0.00	\$0.00
TOTAL		\$852.52	\$852.52	\$0.00	\$0.00	\$0.00



Real Estate

View Bill

[View bill image](#)

As of	4/3/2025
Bill Year	2024
Bill	24022244
Owner	GOBBLE SUPPORT SYSTEMS INC
Parcel ID	061130413030000

Installment	Pay By	Amount	Payments/Credits	Balance	Interest	Due
1	6/5/2024	\$6,258.72	\$6,258.72	\$0.00	\$0.00	\$0.00
2	12/5/2024	\$6,258.72	\$0.00	\$6,258.72	\$229.48	\$7,114.07
Penalties		\$1,251.74	\$625.87	\$625.87	\$20.86	\$646.73
Fees		\$35.00	\$35.00	\$0.00	\$0.00	\$0.00
Interest			\$0.00			\$229.48
TOTAL		\$13,804.18	\$6,919.59	\$6,884.59	\$229.48	\$7,114.07

Add to Cart

Consideration \$N/A - Gift
Tax Map No: 061.13-04-13.03
Grantee Address:
105 Knoll Ct.
Vinton, VA 24179

Prepared By/Return To:
David B. Bullington, Esq.
VSB # 28074
The Bullington Law Firm
2404 Electric Road, Suite A
Roanoke, VA 24018
File No. BR-14261RMM

Title Insurance: First American Title Ins.

This Deed of Gift, made and entered into this **28th** day of **January, 2014**, by and between **PATRICK GOBBLE AND JENNIFER GOBBLE (GRANTOR)** and **GOBBLE SUPPORT SYSTEMS, INC., A VIRGINIA CORPORATION (GRANTEE)**.

-Witnesseth-

THIS DEED IS EXEMPT FROM RECORDATION TAXES
PURSUANT TO 58.1-811D OF THE CODE OF VIRGINIA,
1950, AS AMENDED.

As a gift, and not for consideration the Grantors do hereby give, grant and convey, with General Warranty and English Covenants of Title unto the Grantee, as sole owner, all that certain lot or parcel of land, lying and being in the **County of Roanoke**, Commonwealth of Virginia, and being more particularly described as follows, to-wit:

New Parcel D, containing 2.587 acres, more or less, as shown on plat of survey for P-N-C, a North Carolina General Partnership, Showing the Subdivision of a 19.807 Ac. Tract, dated July 19, 1994, prepared by T.P. Parker & Son, Engineers-Surveyors-Planners, recorded in the Clerk's Office of the Circuit Court for Roanoke County, Virginia, in Plat Book 16, page 185.


TOGETHER WITH the reciprocal easements as set forth in the Declaration of Easements and Restrictive Covenants, dated July 25, 1994, recorded in the aforesaid Clerk's Office in Deed Book 1452, page 1135, and amended in Deed Book 1453, page 864, and any future amendments thereto.

Being the same property conveyed to Patrick Gobble and Jennifer Gobble from Hometown Bank, by deed dated February 28, 2013, and recorded in the Circuit Court Clerk's Office for the County of Roanoke, Virginia, as Instrument Number 201302937.

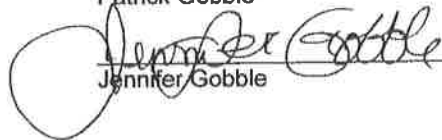
PG 02558 '14 JAN 31 16:18

This Deed is made subject to all easements, reservations, restrictions, and conditions of record affecting the hereinabove described property.

Witness the following signature and seal.



Patrick Gobble {SEAL}



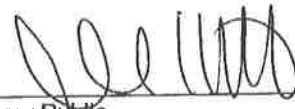
Jennifer Gobble {SEAL}

Commonwealth of Virginia
County of Roanoke

} ss

The foregoing instrument was acknowledged before me on January 28, 2014,
by Patrick Gobble and Jennifer Gobble.

NOTARY PUBLIC
COMMONWEALTH OF VIRGINIA
My Commission Expires
June 30, 2017
Notary #255963



Notary Public
My Commission Expires: 6/30/17

INSTRUMENT #201400918
RECORDED IN THE CLERK'S OFFICE OF
ROANOKE COUNTY ON
JANUARY 31, 2014 AT 04:18PM

STEVEN A. MCGRAM, CLERK
RECORDED BY: FRS

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

000062

Century/22

Instrument Date: 4/27/2017
Instrument Type: DTCL
Number of Parcels: 1 Number of Pages: 21
☐ City ☒ County
ROANOKE COUNTY

TAX EXEMPT? VIRGINIA/FEDERAL LAW
☐ Grantor: _____
☐ Grantee: _____
Consideration: \$675,000.00
Existing Debt: \$0.00
Actual Value/Assumed: \$0.00
PRIOR INSTRUMENT UNDER § 58.1-803(D):
Original Principal: \$0.00
Fair Market Value Increase: \$0.00

INSTRUMENT 201704362
RECORDED IN THE CLERK'S OFFICE OF
ROANOKE COUNTY ON
April 28, 2017 AT 11:28 AM
STEVEN A. MCGRAW, CLERK
RECORDED BY: FRS

(Area Above Reserved For Deed Stamp Only)

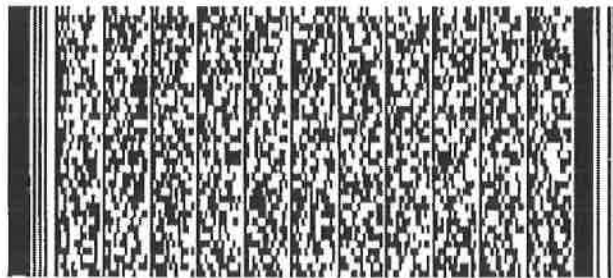
Original Book Number: _____ Original Page Number: _____ Original Instrument Number: _____
Prior Recording At: ☐ City ☒ County
ROANOKE Percentage In This Jurisdiction: 100%

BUSINESS / NAME
1 ☒ Grantor: GOBBLE SUPPORT SYSTEMS INC
☐ Grantor: _____
1 ☒ Grantee: BB&T VA COLLATERAL SERVICE CORPORATION
☐ Grantee: _____

GRANTEE ADDRESS

Name: BB&T VA COLLATERAL SERVICE CORPORATION
Address: _____
City: _____ State: VA Zip Code: _____
Book Number: _____ Page Number: _____ Instrument Number: 201400918
Parcel Identification Number (PIN): 061130413030000 Tax Map Number: 061130413030000
Short Property Description: PAR D SUBD FOR P N C

Current Property Address: 1120 BYPASS RD
City: VINTON State: VA Zip Code: 24179
Instrument Prepared By: BRANCH BANKING AND TRU Recording Paid By: CENTURY TITLE SERVICES INC
Recording Returned To: CENTURY TITLE SERVICES INC
Address: 4725 GARST MILL ROAD SUITE 1
City: ROANOKE State: VA Zip Code: 24018



000063

CTS-08201
Century Title Services, Inc.
4725 Garst Mill Road
Suite 1
Roanoke, VA 24018

RECORDATION REQUESTED BY:
BRANCH BANKING AND TRUST COMPANY, Southwest Commercial Loans, 37 Church Ave SW,
Roanoke, VA 24011-2001

WHEN RECORDED MAIL TO:
BRANCH BANKING AND TRUST COMPANY, Southwest Commercial Loans, 37 Church Ave SW,
Roanoke, VA 24011-2001

SEND TAX NOTICES TO:
BRANCH BANKING AND TRUST COMPANY, Southwest Commercial Loans, 37 Church Ave SW,
Roanoke, VA 24011-2001

Parcel ID No(s): 061.13-04-13.03-0000

Page 1

DEED OF TRUST

THIS IS A CREDIT LINE DEED OF TRUST

Maximum aggregate amount of principal
to be secured hereby at any one time: \$675,000.00

Name and address of Noteholder secured hereby:
BRANCH BANKING AND TRUST COMPANY
37 Church Ave SW
Roanoke, VA 24011-2001

THIS DEED OF TRUST is dated April 27, 2017, among GOBBLE SUPPORT SYSTEMS, INC. ("Grantor"); BRANCH BANKING AND TRUST COMPANY, whose address is Southwest Commercial Loans, 37 Church Ave SW, Roanoke, VA 24011-2001 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and BB&T - VA COLLATERAL SERVICE CORPORATION, an entity organized under the laws of the Commonwealth of Virginia or of the United States of America, whose address is 901 East Byrd Street, Suite 600, Richmond, VA 23219-4079 ("Grantee," also referred to below as "Trustee").

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

See the exhibit or other description document 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 1120 Bypass Road, Vinton, VA 24179.

CROSS-COLLATERALIZATION. In addition to the Note, this Deed of Trust secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all

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claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

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

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

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

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

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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.

Without otherwise limiting Grantor's covenants as provided herein, Grantor shall not without Lender's prior written consent, remove or permit the removal of sand, gravel or topsoil, or engage in borrow pit operations, or use or permit the use of the Property as a land fill or dump, or store, burn or bury or permit the storage, burning or burying of any material or product which may result in contamination of the Property or the groundwater or which may require the issuance of a permit by the Environmental Protection Agency or any state or local government agency governing the issuance of hazardous or toxic waste permits, or request or permit a change in zoning or land use classification, or cut or remove or suffer the cutting or removal of any trees or timber from the Property.

At its sole cost and expense, Grantor shall comply with and shall cause all occupants of the Property to comply with all Environmental Laws with respect to the disposal of industrial refuse or waste, and/or the discharge, processing, manufacture, generation, treatment, removal, transportation, storage and handling of Hazardous Substances, and pay immediately when due the cost of removal of any such wastes or substances from, and keep the Property free of any lien imposed pursuant to such laws, rules, regulations and orders.

Grantor shall not install or permit to be installed in or on the Property, friable asbestos or any substance containing asbestos and deemed hazardous by federal, state or local laws, rules, regulations or orders respecting such material. Grantor shall further not install or permit the installation of any machinery, equipment or fixtures containing polychlorinated biphenyls (PCBs) on or in the Property. With respect to any such material or materials currently present in or on the Property, Grantor shall promptly comply with all applicable Environmental Laws regarding the safe removal thereof, at Grantor's expense.

Grantor shall indemnify and defend Lender and hold Lender harmless from and against all loss, cost, damage and expense (including, without limitation, attorneys' fees and costs incurred in the investigation, defense and settlement of claims) that Lender may incur as a result of or in connection with the assertion against Lender of any claim relating to the presence or removal of any Hazardous Substance, or compliance with any Environmental Law. No notice from any governmental body has ever been served upon Grantor or, to Grantor's knowledge after due

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inquiry, upon any prior owner of the Property, claiming a violation of or under any Environmental Law or concerning the environmental state, condition or quality of the Property, or the use thereof, or requiring or calling attention to the need for any work, repairs, construction, removal, cleanup, alterations, demolition, renovation or installation on, or in connection with, the Property in order to comply with any Environmental Law; and upon receipt of any such notice, Grantor shall take any and all steps, and shall perform any and all actions necessary or appropriate to comply with the same, at Grantor's expense. In the event Grantor fails to do so, Lender may declare this Deed of Trust to be in default.

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

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

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

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

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

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

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

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may require. Policies shall be written in form, amounts, coverages and basis acceptable to Lender and issued by a company or companies acceptable to Lender. All policies shall provide that the policies shall not be invalidated by any waiver of the right of subrogation by any insured and shall provide that the carrier shall have no right to be subrogated 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

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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.

Unexpired Insurance at Sale. Any unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the Property covered by this Deed of Trust at any trustee's sale or other sale held under the provisions of this Deed of Trust, or at any foreclosure sale of such Property.

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;

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or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

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

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

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

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

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

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

Notice of Proceedings. Grantor shall immediately notify Lender in writing should all or any part of the Property become subject to any condemnation or expropriation proceedings or other similar proceedings, including without limitation, any condemnation, confiscation, eminent domain, inverse condemnation or temporary requisition or taking of the mortgaged Property, or any part or parts of the Property. Grantor further agrees to promptly take such steps as may be necessary and proper within Lender's sole judgment and at Grantor's expense, to defend any such condemnation or expropriation proceedings and obtain the proceeds derived from such proceedings. Grantor shall not agree to any settlement or compromise or any condemnation or expropriation claim without Lender's prior written consent.

Lender's Participation. Lender may, at Lender's sole option, elect to participate in any such condemnation or expropriation proceedings and be represented by counsel of Lender's choice. Grantor agrees to provide Lender with such documentation as Lender may request to permit Lender to so participate and to reimburse Lender for Lender's costs associated with Lender's participation, including Lender's reasonable attorneys' fees.

Conduct of Proceedings. If Grantor fails to defend any such condemnation or expropriation proceedings to Lender's satisfaction, Lender may undertake the defense of such a proceeding for

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and on behalf of Grantor. To this end, Grantor irrevocably appoints Lender as Grantor's agent and attorney-in-fact, such agency being coupled with an interest, to bring, defend, adjudicate, settle, or otherwise compromise such condemnation or expropriation claims; it being understood, however, that, unless one or more Events of Default (other than the condemnation or expropriation of the Property) then exists under this Deed of Trust, Lender will not agree to any final settlement or compromise of any such condemnation or expropriation claim without Grantor's prior approval, which approval shall not be unreasonably withheld.

Application of Net Proceeds. Lender shall have the right to receive all proceeds derived or to be derived from the condemnation, expropriation, confiscation, eminent domain, inverse condemnation, or any permanent or temporary requisition or taking of the Property, or any part or parts of the Property ("condemnation proceeds"). In the event that Grantor should receive any such condemnation proceeds, Grantor agrees to immediately turn over and to pay such proceeds to Lender. All condemnation proceeds, which are received by, or which are payable to either Grantor or Lender, shall be applied, at Lender's sole option and discretion, and in such manner as Lender may determine (after payment of all reasonable costs, expenses and attorneys' fees necessarily paid or incurred by Grantor and/or Lender), for the purpose of: (a) replacing or restoring the condemned, expropriated, confiscated, or taken Property; or (b) reducing the then outstanding balance of the Indebtedness, together with interest thereon, with such payments being applied in the manner provided in this Deed of Trust. Lender's receipt of such condemnation proceeds and the application of such proceeds as provided in this Deed of Trust shall not affect the lien of this Deed of Trust.

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 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

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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 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.

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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.

Environmental Default. Failure of any party to comply with or perform when due any term, obligation, covenant or condition contained in any environmental agreement executed in connection with the Property.

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, or made by Guarantor, or any other guarantor, endorser, surety, or accommodation party, under this Deed of Trust or the Related Documents in connection with the obtaining of the Indebtedness evidenced by the Note or any security document directly or indirectly securing repayment of the Note 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.

Execution; Attachment. Any execution or attachment is levied against the Property, and such execution or attachment is not set aside, discharged or stayed within thirty (30) days after the same is levied.

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Change in Zoning or Public Restriction. Any change in any zoning ordinance or regulation or any other public restriction is enacted, adopted or implemented, that limits or defines the uses which may be made of the Property such that the present or intended use of the Property, as specified in the Related Documents, would be in violation of such zoning ordinance or regulation or public restriction, as changed.

Default Under Other Lien Documents. A default occurs under any other mortgage, deed of trust or security agreement covering all or any portion of the Property.

Judgment. Unless adequately covered by insurance in the opinion of Lender, the entry of a final judgment for the payment of money involving more than ten thousand dollars (\$10,000.00) against Grantor and the failure by Grantor to discharge the same, or cause it to be discharged, or bonded off to Lender's satisfaction, within thirty (30) days from the date of the order, decree or process under which or pursuant to which such judgment was entered.

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 other guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any Guarantor, or any other guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

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

Right to Cure. If any default, other than a default in payment, is curable and if Grantor has not been given a notice of a breach of the same provision of this Deed of Trust within the preceding twelve (12) months, it may be cured if Grantor, after Lender sends written notice to Grantor demanding cure of such default: (1) cures the default within thirty (30) days; or (2) if the cure requires more than thirty (30) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

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

**DEED OF TRUST
(Continued)**

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

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to 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.

**DEED OF TRUST
(Continued)**

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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' 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.

**DEED OF TRUST
(Continued)**

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

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

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

CHOICE OF VENUE. Any legal action with respect to the indebtedness evidenced by this instrument or agreement may be brought in the courts of the State/Commonwealth/District in which Lender's branch office or the Property is located or in the appropriate United States District Court situated in such State/Commonwealth/District, and Grantor hereby accepts and unconditionally submits to the jurisdiction of such courts. Grantor hereby waives any objection to the laying of venue based on the grounds of forum non conveniens with respect thereto.

WAIVER OF JURY TRIAL. UNLESS EXPRESSLY PROHIBITED BY APPLICABLE LAW, EACH GRANTOR AND LENDER, IF A PARTY HERETO, HEREBY WAIVES THE RIGHT TO TRIAL BY JURY OF ANY MATTERS OR CLAIMS ARISING OUT OF THIS INSTRUMENT OR AGREEMENT, ANY OF THE OTHER DOCUMENTS EXECUTED IN CONNECTION HERewith OR OUT OF THE CONDUCT OF THE RELATIONSHIP BETWEEN ANY GRANTOR AND LENDER. THIS PROVISION IS A MATERIAL INDUCEMENT FOR LENDER TO MAKE THE LOAN AND ENTER INTO THIS INSTRUMENT OR AGREEMENT. EACH GRANTOR HEREBY CERTIFIES THAT NEITHER ANY REPRESENTATIVE OF LENDER, NOR LENDER'S COUNSEL, HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT LENDER WOULD NOT SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL PROVISION. FURTHER, NEITHER ANY REPRESENTATIVE OF LENDER, NOR LENDER'S COUNSEL, HAS THE AUTHORITY TO WAIVE, CONDITION OR MODIFY THIS PROVISION.

CONVEYANCE OF DECLARANT RIGHTS. As additional consideration for the indebtedness and other

**DEED OF TRUST
(Continued)**

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valuable consideration received, Grantor hereby grants and conveys unto Trustee for the benefit of Lender all of Grantor's rights as a declarant or developer under any Declaration of Condominium, Homeowners' Association, commercial property owner's association, or similar organization or association now or hereafter in effect with respect to the Property.

INDEMNIFICATION. In the event that the Beneficiary or Trustee voluntarily or otherwise shall become parties to any suit or legal proceeding involving the Property, they shall be indemnified and saved harmless and shall be reimbursed by Grantor for any amounts paid, including all costs, charges and attorneys' fees incurred in any such suit or proceeding, and the same shall be secured by this Deed of Trust and payable upon demand.

APPRAISALS. Should (i) Lender at any time in good faith believe that the fair market value of the Real Property has declined below the appraised value utilized by Lender in extending credit or any renewal thereof; (ii) there be an event of default under the Note or this Deed of Trust; (iii) there be a renewal, forbearance or restructure of any indebtedness secured under this Deed of Trust; (iv) any applicable law or regulation require Grantor to obtain a current appraisal or valuation; (v) there be any condemnation or material damage to the Real Property; (vi) Lender determine that there has been a material adverse change in the financial condition or business operation of Grantor, Borrower, guarantor, or other obligor; (vii) Borrower or Grantor request additional extensions of credit secured by this Deed of Trust; or (viii) Grantor's use of the Real Property becomes restricted, impaired or materially changed from its intended use on the date hereof; Lender may, at the expense of Grantor and Borrower, obtain an appraisal or valuation of the Real Property from an appraiser retained by Lender and thereafter, may obtain such updated appraisals or valuation as Lender shall deem appropriate. Grantor shall cooperate fully with any such appraiser in connection with the preparation of any appraisal or valuation. Grantor shall reimburse Lender the cost of such appraisal or valuation within ten (10) days of request to do so. Any cost incurred by Lender pursuant to this paragraph shall be secured by this Deed of Trust.

ADDITIONAL INDEBTEDNESS SECURED. This security instrument shall secure the Indebtedness and any other amounts as set forth herein which Grantor or Borrower may owe to Lender, whether direct or indirect, now existing or hereafter arising, contingent or otherwise, and whether arising under this security instrument or otherwise, including without limitation (i) any advances made by Lender to pay drawings on any irrevocable standby or commercial letter of credit issued on the account of Grantor or Borrower pursuant to an application therefor, (ii) any obligation under a Hedge Agreement. "Hedge Agreement" means an agreement between Borrower and Lender, now existing or hereafter entered into, which provides for an interest rate, credit, commodity, equity swap, cap floor, collar, spot or forward foreign exchange transaction, currency swap, cross-currency rate swap, currency option or any similar transaction or any combination of, or option with respect to, these or similar transactions, for the purpose of hedging Grantor's or Borrower's exposure to fluctuations in interest or exchange rates, loan, credit, exchange, security or currency valuations or currency prices pursuant to any ISDA Master Agreement executed by Grantor or Borrower and all Schedules and Confirmations entered into in connection therewith or otherwise, (iii) all amounts expended to preserve or protect the Property, and (iv) all Lender's Expenditures as set forth herein, all of which shall be included in the Indebtedness, as defined herein.

UNIFORM COMMERCIAL CODE. All references to the Uniform Commercial Code or UCC herein shall be to the Uniform Commercial Code as adopted by and under the laws of the jurisdiction governing this instrument or agreement.

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

**DEED OF TRUST
(Continued)**

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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.

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

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

Non-Liability of Lender. The relationship between Grantor and Lender created by this Deed of Trust is strictly a debtor and creditor relationship and not fiduciary in nature, nor is the relationship to be construed as creating any partnership or joint venture between Lender and Grantor. Grantor is exercising Grantor's own judgment with respect to Grantor's business. All information supplied to Lender is for Lender's protection only and no other party is entitled to rely on such information.

**DEED OF TRUST
(Continued)**

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There is no duty for Lender to review, inspect, supervise or inform Grantor of any matter with respect to Grantor's business. Lender and Grantor intend that Lender may reasonably rely on all information supplied by Grantor to Lender, together with all representations and warranties given by Grantor to Lender, without investigation or confirmation by Lender, and that any investigation or failure to investigate will not diminish Lender's right to so rely.

Sole Discretion of Lender. Whenever Lender's consent or approval is required under this Deed of Trust, the decision as to whether or not to consent or approve shall be in the sole and exclusive discretion of Lender and Lender's decision shall be final and conclusive.

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.

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 BRANCH BANKING AND TRUST COMPANY, and its successors and assigns.

Borrower. The word "Borrower" means GOBBLE SUPPORT SYSTEMS, 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 regulations adopted pursuant thereto.

**DEED OF TRUST
(Continued)**

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Event of Default. The words "Event of Default" mean individually, collectively, and interchangeably 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 GOBBLE SUPPORT SYSTEMS, INC..

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness, and, in each case, the successors, assigns, heirs, personal representatives, executors and administrators of any guarantor, surety, or accommodation party.

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

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

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

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

Lender. The word "Lender" means BRANCH BANKING AND TRUST COMPANY, its successors and assigns.

Note. The word "Note" means , each individually, the promissory note dated April 27, 2017 in the original principal amount of \$375,000.00 from Borrower to Lender, and the promissory note dated April 27, 2017 in the original principal amount of \$300,000.00 from Borrower to Lender, together with all modifications of and renewals, replacements, and substitutions for any such promissory note(s).

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.

**DEED OF TRUST
(Continued)**

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

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

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

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

Trustee. The word "Trustee" means BB&T - VA COLLATERAL SERVICE CORPORATION, whose address is 901 East Byrd Street, Suite 600, Richmond, VA 23219-4079 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.

**DEED OF TRUST
(Continued)**

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GRANTOR:

GOBBLE SUPPORT SYSTEMS, INC.

By: *George P. Gobble*

(Seal)

GEORGE P. GOBBLE, Vice President of GOBBLE
SUPPORT SYSTEMS, INC.

CORPORATE ACKNOWLEDGMENT

STATE OF Virginia

)

) SS

COUNTY OF Roanoke

)

On this 27th day of April, 2017, before me, the undersigned Notary Public, personally appeared GEORGE P. GOBBLE, Vice President of GOBBLE SUPPORT SYSTEMS, 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 *Diane C. Helvey*Residing at Roanoke, Va.Notary Public In and for Roanoke Co., Va.My commission expires 3/31/20My registration number is 165381

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DEED OF TRUST
(Continued)

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GRANTOR:

GOBBLE SUPPORT SYSTEMS, INC.

By: Jennifer D. Gobble (Seal)
JENNIFER GOBBLE, President of GOBBLE SUPPORT
SYSTEMS, INC.

CORPORATE ACKNOWLEDGMENT

STATE OF Virginia)
) SS
COUNTY OF Roanoke)

On this 27th day of April, 20 17, before me, the undersigned Notary Public, personally appeared JENNIFER GOBBLE, President of GOBBLE SUPPORT SYSTEMS, 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 Diane C. Helvey
Notary Public in and for Roanoke Co., Va.

Residing at Roanoke, Va.
My commission expires 3/31/20
My registration number is 165381



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Schedule/Exhibit A

All that certain lot or parcel of land situate in the **County of Roanoke**, Commonwealth of Virginia, and being more particularly described as follows:

New Parcel D, containing 2.587 acres, more or less, as shown on plat of survey for P-N-C, a North Carolina General Partnership, Showing the Subdivision of a 19.807 Ac. Tract, dated July 19, 1994, prepared by T. P. Parker & Son, Engineers-Surveyors-Planners, recorded in the Clerk's Office of the Circuit Court for Roanoke County, Virginia, in Plat Book 16, page 185.

TOGETHER WITH the reciprocal easements as set forth in the Declaration of Easements and Restrictive Covenants, dated July 25, 1994, recorded in the aforesaid Clerk's Office in Deed Book 1452, page 1135, and amended in Deed Book 1453, page 864, and any future amendments thereto.

BEING the same property conveyed to Gobble Support Systems, Inc., a Virginia Corporation, by deed dated January 28, 2014, from Patrick Gobble and Jennifer Gobble, recorded in the Clerk's Office of the Circuit Court of the County of Roanoke, Virginia, as Instrument No. 201400918.

VIRGINIA LAND RECORD COVER SHEET

Commonwealth of Virginia VA. CODE §§ 17.1-223, -227.1, -249

FORM A - COVER SHEET CONTENTInstrument Date: 12/20/2019Instrument Type: ASGMTLRNumber of Parcels: 1 Number of Pages: 15☐ City ☒ County ROANOKE
CIRCUIT COURTTax Exempt? VIRGINIA/FEDERAL CODE SECTION☐ Grantor: _____☐ Grantee: _____

Business/Name

1 X Grantor: GOBBLE SUPPORT SYSTEMS INC

Grantor: _____

1 X Grantee: BB&T

Grantee: _____

Grantee Address

Name: BB&TAddress: 37 CHURCH AVE SWCity: ROANOKE State: VA Zip Code: 24011Consideration: \$0.00 Existing Debt: \$0.00 Actual Value/Assumed: \$0.00

PRIOR INSTRUMENT UNDER § 58.1-803(D):

Original Principal: \$0.00 Fair Market Value Increase: \$0.00

Original Book No.: _____ Original Page No.: _____ Original Instrument No.: _____

Prior Recording At: ☐ City ☐ County _____ Percentage In This Jurisdiction: 100%

Book Number: _____ Page Number: _____ Instrument Number: _____

Parcel Identification Number/Tax Map Number: 061.13-04-13.03-0000Short Property Description: PARCEL D 2.587 ACRESCurrent Property Address: 1120 BYPASS RDCity: VINTON State: VA Zip Code: 24179Instrument Prepared By: BB&T Recording Paid By: BB&TRecording Returned To: BB&T / ATTENTION: SHANNON LUZAddress: 37 CHURCH AVE SWCity: ROANOKE State: VA Zip Code: 24011

000318

INSTRUMENT 202007512
RECORDED IN THE CLERK'S OFFICE OF
ROANOKE COUNTY CIRCUIT COURT ON
JULY 13, 2020 AT 03:07 PM
STEVEN A. MCGRAW, CLERK
RECORDED BY: BRG

(Area Above Reserved For Deed Stamp Only)

000319

RECORDATION REQUESTED BY:

TRUIST BANK, Southwest Commercial Loans, 37 Church Ave SW, Roanoke, VA 24011-2001

WHEN RECORDED MAIL TO:

TRUIST BANK, Southwest Commercial Loans, 37 Church Ave SW, Roanoke, VA 24011-2001

SEND TAX NOTICES TO:

TRUIST BANK, Southwest Commercial Loans, 37 Church Ave SW, Roanoke, VA 24011-2001

Tax Map Reference No(s): **061.13-04-13.03-0000**

Parcel ID No(s): **061.13-04-13.03-0000**

Page 1

ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF RENTS dated December 20, 2019, is made and executed between GOBBLE SUPPORT SYSTEMS, INC. (referred to below as "Grantor") and TRUIST BANK, whose address is 37 Church Ave SW, Roanoke, VA 24011-2001 ("Grantee", also referred to below as "Lender").

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

See the exhibit or other description document which is attached to this Assignment and made a part of this Assignment as if fully set forth herein.

The Property or its address is commonly known as **1120 BYPASS ROAD, VINTON, VA 24179**. The Property Tax Map Reference No(s) is/are **061.13-04-13.03-0000**.

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

FUTURE ADVANCES. In addition to the Note, this Assignment secures all future advances made by Lender to Grantor whether or not the advances are made pursuant to a commitment. Specifically, without limitation, this Assignment 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.

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

**ASSIGNMENT OF RENTS
(Continued)**

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Assignment or any Related Documents, Grantor shall pay to Lender all amounts secured by this Assignment as they become due, and shall strictly perform all of Grantor's obligations under this Assignment. Unless and until Lender exercises its right to collect the Rents as provided below and so long as there is no default under this Assignment, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents, provided that the granting of the right to collect the Rents shall not constitute Lender's consent to the use of cash collateral in a bankruptcy proceeding.

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that:

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

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

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

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

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

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

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

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

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

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

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

Other Acts. Lender may do all such other things and acts with respect to the Property as Lender

**ASSIGNMENT OF RENTS
(Continued)**

may deem appropriate and may act exclusively and solely in the place and stead of Grantor and to have all of the powers of Grantor for the purposes stated above.

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

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

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

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

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

Payment Default. 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 Assignment or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

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

**ASSIGNMENT OF RENTS
(Continued)**

discharge of any lien.

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

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf, or made by Guarantor, or any other guarantor, endorser, surety, or accommodation party, under this Assignment or the Related Documents in connection with the obtaining of the Indebtedness evidenced by the Note or any security document directly or indirectly securing repayment of the Note is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

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

Insolvency. The dissolution or termination of 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 the Rents or 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.

Execution; Attachment. Any execution or attachment is levied against the Property, and such execution or attachment is not set aside, discharged or stayed within thirty (30) days after the same is levied.

Change in Zoning or Public Restriction. Any change in any zoning ordinance or regulation or any other public restriction is enacted, adopted or implemented, that limits or defines the uses which may be made of the Property such that the present or intended use of the Property, as specified in the Related Documents, would be in violation of such zoning ordinance or regulation or public restriction, as changed.

Default Under Other Lien Documents. A default occurs under any other mortgage, deed of trust or security agreement covering all or any portion of the Property.

Judgment. Unless adequately covered by insurance in the opinion of Lender, the entry of a final judgment for the payment of money involving more than ten thousand dollars (\$10,000.00) against Grantor and the failure by Grantor to discharge the same, or cause it to be discharged, or bonded

**ASSIGNMENT OF RENTS
(Continued)**

off to Lender's satisfaction, within thirty (30) days from the date of the order, decree or process under which or pursuant to which such judgment was entered.

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

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

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

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

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

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

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

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

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

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Assignment, Lender shall be entitled to recover such sum as the court may adjudge reasonable

**ASSIGNMENT OF RENTS
(Continued)**

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

LEASES. The assignment of Rents by Grantor herein includes, and Grantor hereby assigns, grants a continuing security interest in, and conveys to Lender all of Grantor's right, title and interest as lessor in any and all leases, written or oral, now in existence or hereafter arising in connection with all or any portion of the Property (individually "lease" and collectively "leases"), together with the right, power and authority of Grantor to alter, modify or change the terms thereof, or surrender, cancel or terminate the same; and any and all guarantees, if any, of any obligations of any lessee under each of the leases.

GRANTOR'S REPRESENTATIONS AND WARRANTIES FOR LEASES. Grantor represents and warrants to Lender that: Grantor is the sole owner of its entire interest, as lessor, in the leases; the leases are valid and enforceable and have not been altered, modified or amended in any manner whatsoever except as previously disclosed in writing to Lender; no lessee named therein is in default under any of the terms, covenants or conditions thereof; no rent reserved in any lease has been assigned or anticipated; no rent for any period subsequent to the date of this Assignment has been collected more than one month in advance of the time when the same became due under the terms of any lease; Grantor has full right and title to assign the leases and all rents, issues and profits thereunder; and no other assignment of any interest of Grantor therein has been made.

GRANTOR'S COVENANTS FOR LEASES. Grantor covenants and agrees with Lender: to observe and perform all obligations imposed under the leases; to give prompt notice to the Lender of any notice of default under any lease received or given by Grantor together with a complete copy of any such notice; at the sole cost and expense of the Grantor, to enforce, short of termination of any lease, the performance or observance of each and every covenant and condition thereof by all parties thereto; not to do or permit to be done anything to impair the security thereof; not to pay or collect any of the rent, issues and profits arising or accruing under the leases or otherwise from the Property in advance of the time when the same shall become due; not to execute any other assignment of interest in the leases or of the rents, issues and profits arising from the leases or from the Property; not to subordinate any lease to any other encumbrance or permit, consent or agree to such subordination without Lender's prior written consent; not to alter, modify or change the terms of any lease or give any consent or exercise any option required or permitted by such terms without the prior written consent of Lender; not to cancel or terminate any lease or accept a surrender thereof or convey or transfer or suffer or permit a conveyance or transfer of the leased premises thereby or of any interest therein so as to effect, directly or indirectly, a merger of the estates and rights of, or a termination or diminution of the obligations of, any party thereunder; not to alter modify or change the terms of any guaranty of any lease or cancel or terminate such guaranty without the prior written consent of the

**ASSIGNMENT OF RENTS
(Continued)**

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Lender; not to consent to any assignment of or subletting under any lease, whether or not in accordance with its terms, without the prior written consent of the Lender; and, at the Lender's request to execute and deliver all such further assurance and assignments in the leases or the Property as Lender shall from time to time require.

CHOICE OF VENUE. Any legal action with respect to the indebtedness evidenced by this instrument or agreement may be brought in the courts of the State/Commonwealth/District in which Lender's branch office or the Property is located or in the appropriate United States District Court situated in such State/Commonwealth/District, and Grantor hereby accepts and unconditionally submits to the jurisdiction of such courts. Grantor hereby waives any objection to the laying of venue based on the grounds of forum non conveniens with respect thereto.

WAIVER OF JURY TRIAL. UNLESS EXPRESSLY PROHIBITED BY APPLICABLE LAW, EACH GRANTOR AND LENDER, IF A PARTY HERETO, HEREBY WAIVES THE RIGHT TO TRIAL BY JURY OF ANY MATTERS OR CLAIMS ARISING OUT OF THIS INSTRUMENT OR AGREEMENT, ANY OF THE OTHER DOCUMENTS EXECUTED IN CONNECTION HERewith OR OUT OF THE CONDUCT OF THE RELATIONSHIP BETWEEN ANY GRANTOR AND LENDER. THIS PROVISION IS A MATERIAL INDUCEMENT FOR LENDER TO MAKE THE LOAN AND ENTER INTO THIS INSTRUMENT OR AGREEMENT. EACH GRANTOR HEREBY CERTIFIES THAT NEITHER ANY REPRESENTATIVE OF LENDER, NOR LENDER'S COUNSEL, HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT LENDER WOULD NOT SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL PROVISION. FURTHER, NEITHER ANY REPRESENTATIVE OF LENDER, NOR LENDER'S COUNSEL, HAS THE AUTHORITY TO WAIVE, CONDITION OR MODIFY THIS PROVISION.

ADDITIONAL INDEBTEDNESS SECURED. This security instrument shall secure the indebtedness and any other amounts as set forth herein which Grantor or Borrower may owe to Lender, whether direct or indirect, now existing or hereafter arising, contingent or otherwise, and whether arising under this security instrument or otherwise, including without limitation (i) any advances made by Lender to pay drawings on any irrevocable standby or commercial letter of credit issued on the account of Grantor or Borrower pursuant to an application therefor, (ii) any obligation under a Hedge Agreement. "Hedge Agreement" means an agreement between Borrower and Lender, now existing or hereafter entered into, which provides for an interest rate, credit, commodity, equity swap, cap floor, collar, spot or forward foreign exchange transaction, currency swap, cross-currency rate swap, currency option or any similar transaction or any combination of, or option with respect to, these or similar transactions, for the purpose of hedging Grantor's or Borrower's exposure to fluctuations in interest or exchange rates, loan, credit, exchange, security or currency valuations or currency prices pursuant to any ISDA Master Agreement executed by Grantor or Borrower and all Schedules and Confirmations entered into in connection therewith or otherwise, (iii) all amounts expended to preserve or protect the Property, and (iv) all Lender's Expenditures as set forth herein, all of which shall be included in the indebtedness, as defined herein.

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

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

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

**ASSIGNMENT OF RENTS
(Continued)**

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

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

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

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

Non-Liability of Lender. The relationship between Grantor and Lender created by this Assignment is strictly a debtor and creditor relationship and not fiduciary in nature, nor is the relationship to be construed as creating any partnership or joint venture between Lender and Grantor. Grantor is exercising Grantor's own judgment with respect to Grantor's business. All information supplied to Lender is for Lender's protection only and no other party is entitled to rely on such information. There is no duty for Lender to review, inspect, supervise or inform Grantor of any matter with respect to Grantor's business. Lender and Grantor intend that Lender may reasonably rely on all information supplied by Grantor to Lender, together with all representations and warranties given by Grantor to Lender, without investigation or confirmation by Lender and that any investigation or failure to investigate will not diminish Lender's right to so rely.

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

**ASSIGNMENT OF RENTS
(Continued)**

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Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

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

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

Sole Discretion of Lender. Whenever Lender's consent or approval is required under this Assignment, the decision as to whether or not to consent or approve shall be in the sole and exclusive discretion of Lender and Lender's decision shall be final and conclusive.

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

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

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

Waiver of Right of Redemption. NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS ASSIGNMENT, GRANTOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR JUDGMENT OF FORECLOSURE ON GRANTOR'S BEHALF AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT JUDGMENT CREDITORS OF GRANTOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PROPERTY SUBSEQUENT TO THE DATE OF THIS ASSIGNMENT.

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

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

**ASSIGNMENT OF RENTS
(Continued)**

Borrower. The word "Borrower" means GOBBLE SUPPORT SYSTEMS, INC..

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

Event of Default. The words "Event of Default" mean individually, collectively, and interchangeably any of the events of default set forth in this Assignment in the default section of this Assignment.

Grantor. The word "Grantor" means GOBBLE SUPPORT SYSTEMS, INC..

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness, and, in each case, Grantor's successors, assigns, heirs, personal representatives, executors and administrators of any guarantor, surety, or accommodation party.

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

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

Lender. The word "Lender" means TRUIST BANK, its successors and assigns.

Note. The word "Note" means the promissory note dated December 20, 2019, in the original principal amount of \$314,000.00 from Grantor to Lender, together with all modifications of and renewals, replacements, and substitutions for the promissory note or agreement.

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

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

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

000329

**ASSIGNMENT OF RENTS
(Continued)**

Page 11

THE UNDERSIGNED ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT, AND NOT PERSONALLY BUT AS AN AUTHORIZED SIGNER, HAS CAUSED THIS ASSIGNMENT TO BE SIGNED AND EXECUTED ON BEHALF OF GRANTOR ON DECEMBER 20, 2019.

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

000330

ASSIGNMENT OF RENTS
(Continued)

Page 12

GRANTOR:

GOBBLE SUPPORT SYSTEMS, INC.

By: [Signature] (Seal)
GEORGE PATRICK GOBBLE, Vice President of GOBBLE
SUPPORT SYSTEMS, INC.

By: [Signature] (Seal)
JENNIFER GOBBLE, President of GOBBLE SUPPORT
SYSTEMS, INC.

CORPORATE ACKNOWLEDGMENT

STATE OF Virginia
City
COUNTY OF Roanoke

)
) SS
)



On this 20th day of December, 20 19, before me, the undersigned Notary Public, personally appeared **GEORGE PATRICK GOBBLE, Vice President of GOBBLE SUPPORT SYSTEMS, INC.** and **JENNIFER GOBBLE, President of GOBBLE SUPPORT SYSTEMS, INC.**, and known to me to be authorized agents of the corporation that executed the ASSIGNMENT OF RENTS and acknowledged the Assignment to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Assignment and in fact executed the Assignment on behalf of the corporation.

By: [Signature] Residing at 3724 Church Ave Roanoke VA 24011
Notary Public in and for Virginia My commission expires 5-31-22
My registration number is 7327527

000331

**ASSIGNMENT OF RENTS
(Continued)**

Page 13

LaserPro, Ver. 19.1.10.016 Copr. Finastra USA Corporation 1997, 2019. All Rights Reserved. - VA
C:\LPL-PROD\CFI\LPL\G14.FC TR-124457 PR-191

000332

Schedule/Exhibit A

All that certain lot or parcel of land situate in the County of Roanoke, Commonwealth of Virginia, and being more particularly described as follows:

New Parcel D, containing 2.587 acres, more or less, as shown on plat of survey for P-N-C, a North Carolina General Partnership, Showing the Subdivision of a 19.807 Ac. Tract, dated July 19, 1994, prepared by T. P. Parker & Son, Engineers-Surveyors-Planners, recorded in the Clerk's Office of the Circuit Court for Roanoke County, Virginia, in Plat Book 16, page 185.

TOGETHER WITH the reciprocal easements as set forth in the Declaration of Easements and Restrictive Covenants, dated July 25, 1994, recorded in the aforesaid Clerk's Office in Deed Book 1452, page 1135, and amended in Deed Book 1453, page 864, and any future amendments thereto.

BEING the same property conveyed to Gobble Support Systems, Inc., a Virginia Corporation, by deed dated January 28, 2014, from Patrick Gobble and Jennifer Gobble, recorded in the Clerk's Office of the Circuit Court of the County of Roanoke, Virginia, as Instrument No. 201400918.

VIRGINIA LAND RECORD COVER SHEET

Commonwealth of Virginia VA. CODE §§ 17.1-223, -227.1, -249

FORM A – COVER SHEET CONTENTInstrument Date: 2/21/2025Instrument Type: STNumber of Parcels: 1 Number of Pages: 2[] City [X] County ROANOKE COUNTY COURT
CIRCUIT COURTTax Exempt? VIRGINIA/FEDERAL CODE SECTION

[] Grantor:

[] Grantee:

Business/Name

1 X Grantor: GOBBLE SUPPORT SYSTEMS INC.2 X Grantor: TRUIST BANK F/K/A BRANCH BANKING AND TRUST COMPANY1 Grantee: PEARL, SUBSTITUTE TRUSTEE, PETER M.2 Grantee: HUNTER, SUBSTITUTE TRUSTEE, BRYSON J.

Grantee Address

Name: PETER M. PEARL, SUBSTITUTE TRUSTEE

Address:

City: State: VA Zip Code:Consideration: \$0.00 Existing Debt: \$0.00 Actual Value/Assumed: \$0.00

PRIOR INSTRUMENT UNDER § 58.1-803(D):

Original Principal: \$0.00 Fair Market Value Increase: \$0.00Original Book No.: Original Page No.: Original Instrument No.: 201704362Prior Recording At: [] City [X] County ROANOKE Percentage In This Jurisdiction: 100%Book Number: Page Number: Instrument Number: 201704362Parcel Identification Number/Tax Map Number: 061.13-04-13.03-0000Short Property Description: NEW PARCEL D, 2.587
ACRES, T.P. PARKER SURVEYCurrent Property Address: 1120 BYPASS ROADCity: VINTON State: VA Zip Code: 24179Instrument Prepared By: SPILMAN THOMAS & BATTLE PLLC Recording Paid By: SPILMAN THOMAS & BATTLE PLLCRecording Returned To: SPILMAN THOMAS & BATTLE PLLCAddress: ATTENTION: SHERRILL CORMANY, P. O. BOX 90City: ROANOKE State: VA Zip Code: 24002

000038

INSTRUMENT 202501637
RECORDED IN THE CLERK'S OFFICE OF
ROANOKE COUNTY CIRCUIT COURT ON
MARCH 5, 2025 AT 11:20 AM
W MICHAEL GALLIHER, CLERK
RECORDED BY: LYM

(Area Above Reserved For Deed Stamp Only)



VIRGINIA LAND RECORD COVER SHEET
Commonwealth of Virginia VA. CODE §§ 17.1-223, -227.1, -249

000039

FORM B – ADDITIONAL GRANTORS/GRANTEES

Instrument Date: 2/21/2025

Instrument Type: ST

Number of Parcels: 1 Number of Pages: 2

[] City ☒ County ROANOKE COUNTY COURT
CIRCUIT COURT

Grantor Business/Name

(Area Above Reserved For Deed Stamp Only)

3 X Grantor: BB&T-VA COLLATERAL SERVICE CORPORATION, TRUSTEE
Grantor: _____
Grantor: _____
Grantor: _____
Grantor: _____
Grantor: _____
Grantor: _____
Grantor: _____

Grantee Business/Name

3 Grantee: BAKER, SUBSTITUTE TRUSTEE, JENNIFER A.
Grantee: _____
Grantee: _____
Grantee: _____
Grantee: _____
Grantee: _____
Grantee: _____
Grantee: _____



000040

Tax Map/Parcel ID No. 061.13-04-13.03-0000

This instrument was prepared by and
should be returned to:

Spilman Thomas & Battle, PLLC
310 First Street, Suite 1100 (24011)
P. O. Box 90
Roanoke, VA 24002-0090

SUBSTITUTION OF TRUSTEE

KNOW ALL MEN BY THESE PRESENTS, That Whereas, by a certain Credit Line Deed of Trust dated April 27, 2017, duly recorded in the Clerk's Office of the Circuit Court for County of Roanoke, Virginia, as Instrument No. 201704362, **GOBBLE SUPPORT SYTEMS, INC.** conveyed to BB&T-VA Collateral Service Corporation, Trustee, certain real property described in the deed of trust to secure the beneficiary in the amount of \$675,000.00 with interest thereon, all as described in the deed of trust; and

WHEREAS, **TRUIST BANK**, formerly known as **BRANCH BANKING AND TRUST COMPANY**, the legal holder of the note secured by the deed of trust, desires to substitute Trustees.

NOW, THEREFORE, in accordance with Section 55.1-320(9) of the Code of Virginia (1950), as amended, the undersigned owner and holder of the note secured hereby designates and appoints **Peter M. PEARL, Bryson J. HUNTER, and Jennifer A. BAKER**, TRUSTEES, each having a business address of 310 First Street, Suite 1100, Roanoke, Virginia 24011, any one or all of whom may act, in place and instead BB&T-VA Collateral Service Corporation, and they are hereby appointed and vested with and do succeed to the right, title, interest and duties conferred upon the original trustees under the deed of trust with the same effect as if Peter M. Pearl, Bryson J. Hunter, and Jennifer A. Baker had been named originally as Trustees in the instrument.

000041

WITNESS the following signature this 21 day of February, 2025.

BRANCH BANKING AND TRUST COMPANY

By: Rachel Dyer
Name: Rachel Dyer
Title: Vice President

STATE OF GEORGIA)
CITY/COUNTY OF Walton) to-wit:

The foregoing instrument was acknowledged before me this 21st day of February, 2025, by Rachel Dyer, Vice President of Truist Bank, successor by merger to Branch Banking and Trust Company, on behalf of the Bank.

(SEAL) **CINDY ALLEN**
NOTARY PUBLIC
Walton County
State of Georgia
My Comm. Expires Sept. 8, 2028

Cindy Allen
Notary Public

My commission expires: September 8, 2028

PG 0131 *13 MAR 05 1343

Bull12
201302937

Consideration \$137,500.00
Assessed Value: \$188,800.00
Tax Map No: 61.13-04-13.03
Grantee Address:
105 Knoll Court
Vinton, VA 24179

Prepared By/Return To:
David B. Bullington, Esq.
VSB # 28074
The Bullington Law Firm
2404 Electric Road, Suite A
Roanoke, VA 24018
File No. BR-13371MM

Title Insurance: Fidelity National Title Insurance Co

This Deed, made and entered into this 28th day of February, 2013, by and between
**HOMETOWN BANK (GRANTOR) and PATRICK GOBBLE AND JENNIFER GOBBLE
(GRANTEES).**

-Witnesseth-

That for and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid
by the Grantees unto the Grantor, and other good and valuable consideration, receipt of which
is hereby acknowledged, the Grantor does hereby bargain, sell, grant and convey, with Special
Warranty unto the Grantees, husband and wife, as tenants by the entireties with full rights of
survivorship as at Common Law and not as tenants in common, all that certain lot or parcel of
land, lying and being in the **County of Roanoke**, Commonwealth of Virginia, and being more
particularly described as follows, to-wit:

New Parcel D, containing 2.587 acres, more or less, as shown on plat of survey
for P-N-C, a North Carolina General Partnership, Showing the Subdivision of a
19.807 Ac. Tract, dated July 19, 1994, prepared by T.P. Parker & Son,
Engineers-Surveyors-Planners, recorded in the Clerk's Office of the Circuit Court
for Roanoke County, Virginia, in Plat Book 16, page 185.

TOGETHER WITH the reciprocal easements as set forth in the Declaration of
Easements and Restrictive Covenants, dated July 25, 1994, recorded in the
aforesaid Clerk's Office in Deed Book 1452, page 1135, and amended in Deed
Book 1453, page 864, and any future amendments thereto.

BEING the same property conveyed to Hometown Bank from Gentry Locke
Rakes & Moore, LLP, Substitute Trustee, by deed dated May 16, 2010, and
recorded in the Circuit Court Clerk's Office for the County of Roanoke, Virginia as
Instrument Number 201005337.

This Deed is made subject to all easements, reservations, restrictions, and conditions
of record affecting the hereinabove described property.

PG 0132 '13 MAR 06 13:13

Witness the following signature and seal.

Hometown Bank

By: C. Alwyn Harper - VP (SEAL)
C. Alwyn Harper, Vice-President

Commonwealth of Virginia
County of Roanoke

} ss

The foregoing instrument was acknowledged before me on March 4, 2013
by C. Alwyn Harper, Vice-President of Hometown Bank, on behalf of the Bank.

NOTARY PUBLIC
COMMONWEALTH OF VIRGINIA
Monica H. Moore
My Commission Expires
June 30, 2013
Notary #255963

[Signature]
Notary Public

My Commission Expires: 10/30/13

INSTRUMENT #201302937
RECORDED IN THE CLERK'S OFFICE OF
ROANOKE COUNTY ON
MARCH 6, 2013 AT 01:13PM
\$189.00 GRANTOR TAX WAS PAID AS
REQUIRED BY SEC 58.1-802 OF THE VA. CODE
STATE: \$94.50 LOCAL: \$94.50

STEVEN A. MCGRAW, CLERK
RECORDED BY: LSG

SELECTED SEARCH CRITERIA

Jurisdiction: 161 - 04/03/2025 02:25PM

From Date

To Date

Available:

Name Browse

Search: GOBBLE Grp: Both Date: 2/28/2013 - 4/3/2025

Name	Count	Business
GOBBLE PRESTON, APRIL S	1	N
GOBBLE SUPPORT SYSTEMS INC	10	Y
GOBBLE SUPPORT SYSTEMS INCORPORATED	1	Y
GOBBLE, GEORGE PATRICK	1	N
GOBBLE, GEORGE ROBERT	1	N
GOBBLE, GEORGE ROBERT; TR	2	N
GOBBLE, JENNIFER	2	N
GOBBLE, KATELYN B	4	N
GOBBLE, KAYLA	4	N
GOBBLE, KAYLA N	1	N
GOBBLE, LOWELL M	1	N
GOBBLE, PAMELA H	5	N
GOBBLE, PAMELA LOUISE	1	N
GOBBLE, PAMELA S	5	N
GOBBLE, PAMELA S; EXOR	1	N
GOBBLE, PATRICK	2	N

SELECTED SEARCH CRITERIA

Jurisdiction: 161 - 04/03/2025 02:26PM

From Date

To Date

Available:

Detail Search

Search Date: 2/28/2013 - 4/3/2025

GOBBLE SUPPORT SYSTEMS INC

GOBBLE SUPPORT SYSTEMS INCORPORATED

GOBBLE, JENNIFER

GOBBLE, PATRICK

LR 201302937 Type: DBS 3/6/2013 Pages: 2

Description: NEW PARCEL D (2.587 AC)

File: 1 Change: 0

Name Type: Grantee

Reverse Party: HOMETOWN BANK

Book: Page:

Pin or Map: 61.13-04-13.03

LR 201302937 Type: DBS 3/6/2013 Pages: 2

Description: NEW PARCEL D (2.587 AC)

File: 1 Change: 0

Name Type: Grantee

Reverse Party: HOMETOWN BANK

Book: Page:

Pin or Map: 61.13-04-13.03

LR 201400918 Type: DG 1/31/2014 Pages: 2

Description: NEW PARCEL D (2.587 AC)

File: 1 Change: 0

Name Type: Grantor

Reverse Party: GOBBLE SUPPORT SYSTEMS INC

Book: Page:

Pin or Map: 061.13-04-13.03

LR 201400918 Type: DG 1/31/2014 Pages: 2

Description: NEW PARCEL D (2.587 AC)

File: 1 Change: 0

Name Type: Grantee

Reverse Party: GOBBLE, JENNIFER

Book: Page:

Pin or Map: 061.13-04-13.03

LR 201400918 Type: DG 1/31/2014 Pages: 2

Description: NEW PARCEL D (2.587 AC)

File: 1 Change: 0

Name Type: Grantor

Reverse Party: GOBBLE SUPPORT SYSTEMS INC

Book: Page:

Pin or Map: 061.13-04-13.03

LR 201400919 Type: **DTCL 1/31/2014** Pages: **15**

Description: **NEW PARCEL D (2.587 AC)**

File: **1** Change: **0**

Book: Page:

Name Type: **Grantor**

Pin or Map: **061.13-04-13.03**

Reverse Party: **HUNTER, EDWIN P; TR**

LR 201400920 Type: **ASGMTLR 1/31/2014** Pages: **9**

Description: **ASGMT OF RENTS**

File: **1** Change: **0**

Book: Page:

Name Type: **Grantor**

Pin or Map: **061.13-04-13.03**

Reverse Party: **FIRST CITIZENS BANK & TRUST COMPANY**

LR 201404131 Type: **DE 5/14/2014** Pages: **2**

Description: **VA140378 R/W MAP 3780-255-D1**

File: **1** Change: **0**

Book: Page:

Name Type: **Grantor**

Pin or Map: **061.13-04-13**

Reverse Party: **APPALACHIAN POWER COMPANY**

LR 201600004 Type: **CS 1/4/2016** Pages: **3**

Description: **INST #2014-919**

File: **1** Change: **0**

Book: Page:

Name Type: **Grantee**

Pin or Map: **061.13-04-13.03**

Reverse Party: **GOBBLE SUPPORT SYSTEMS INC**

LR 201600004 Type: **CS 1/4/2016** Pages: **3**

Description: **INST #2014-919**

File: **1** Change: **0**

Book: Page:

Name Type: **Grantor**

Pin or Map: **061.13-04-13.03**

Reverse Party: **GOBBLE SUPPORT SYSTEMS INC**

LR 201600005 Type: **CR 1/4/2016** Pages: **2**

Description: **ORIG INST# 201400920**

File: **1** Change: **0**

Book: Page:

Name Type: **Grantee**

Pin or Map: **061.13-04-13.03**

Reverse Party: **FIRST CITIZENS BANK & TRUST COMPANY**

LR 201600005 Type: **CR 1/4/2016** Pages: **2**

Description: **ORIG INST# 201400920**

File: **1** Change: **0**

Book: Page:

Name Type: **Grantor**

Pin or Map: **061.13-04-13.03**

Reverse Party: **GOBBLE SUPPORT SYSTEMS INC**

LR 201704362 Type: **DTCL 4/28/2017** Pages: **23**

Description: **NEW PARCEL D 2.587 ACRES**

File: **1** Change: **0**

Book: Page:

Name Type: **Grantor**

Pin or Map: **061130413030000**

Reverse Party: **BB&T VA COLLATERAL SERVICE CORPORATION TR**

LR 202007512 Type: ASGMTLR 7/13/2020 Pages: 15

Description: NEW PARCEL D 2.587 AC

File: 1 Change: 0

Book: Page:

Name Type: Grantor

Pin or Map: 061.13-04-13.03-0000

Reverse Party: BB&T

LR 202501637 Type: ST 3/5/2025 Pages: 4

Description: ORIG INST# 201704362

File: 1 Change: 0

Book: Page:

Name Type: Grantor

Pin or Map: 061.13-04-13.03-0000

Reverse Party: BAKER, JENNIFER A; SUB TR

SELECTED SEARCH CRITERIA

Jurisdiction: 161 - 04/03/2025 02:33PM

		From Date	To Date
Available:	Judgments	7/1/1968	4/2/2025

Name Browse

Search: GOBBLE Grp: Both Date: 3/31/2005 - 4/3/2025

Name	Count	Business
GOBBLE, PAMELA LOUISE	1	N
GOBLE, BRIAN PAUL	1	N
GODFREY, ALLEN	1	N
GODFREY, ALLEN LEE; SR	3	N
GODFREY, BRUCE EDWARD	2	N
GODFREY, DEVON KIETH	1	N
GODFREY, JAMIE	2	N
GODIN, NORMAN PAUL; JR	3	N
GODOY, SILVIA	1	N
GODOY, SILVIAA	1	N
GODSEY, GERALD W	2	N
GODSEY, JERRY; (JOINTLY & SEVERALLY)	1	N
GOEHLE, MICHAEL	2	N
GOEHLE, MICHAEL DAVID	2	N
GOENS, JOHN EVERETTE	10	N
GOFF ROOFING & CONTINUOUS GUTTERS	2	Y

SELECTED SEARCH CRITERIA

Jurisdiction: 161 - 04/03/2025 02:34PM

		From Date	To Date
Available:	Judgments	7/1/1968	4/2/2025

Name Browse

Search: WOLTZ Grp: Business Date: 3/31/2005 - 4/3/2025

Name	Count	Business
WOLVERINE PROPERTY C/O	2	Y
WOLVERINE WORLD WIDE INC	1	Y
WOMENS HEALTH SERVICES OF CENTRAL VA	1	Y
WOMENS HEALTH SERVICIES OF CENTRAL VA	1	Y
WONJU KOREAN RESTAURANT	1	Y
WOOD DESIGN & FABRICATION INC	2	Y
WOOD DESIGN & FABRICATIONS INC	1	Y
WOOD DESIGN AND FABRICATION INC	6	Y
WOOD, BRENT T	1	Y
WOODDALL-GAINEY, CLARE J	1	Y
WOODLAWN HOLDING GROUP LTD	6	Y
WOODRIDGE APTS A VA LP	2	Y
WOODS BROS COFFEE CO INC	1	Y
WOODS CROSSING CONDOMINIUM UNIT OWNERS ASSOC	2	Y
WOODS CROSSING CONDOMINIUM UNIT OWNERS ASSOCIATIO	4	Y
WOODS CROSSING HOMEOWNERS ASSOC INC	3	Y



Fidelity National Title
Insurance Company

Related Policy No. None

Name and Address of Title Insurance Company: **FIDELITY NATIONAL TITLE INSURANCE COMPANY, P.O. Box 45023, Jacksonville, FL 32232-5023**

OWNER'S POLICY OF TITLE INSURANCE

SCHEDULE A

File No.: **BR-13371MM / SW13-13087-FNT**

Policy No.: **8230646-88502031**

Address Reference: **0 Bypass Road, Vinton, VA 24179**

Amount of Insurance: **\$ 137,500.00**

Premium: **\$ 538.20**

Date of Policy: **March 6, 2013, at 1:13 pm or the date and time of recording, whichever is later**

1. Name of Insured:
Patrick Gobble and Jennifer Gobble
2. The estate or interest in the Land that is insured by this policy is:
Fee Simple
3. Title to the estate or interest covered by this Policy at the date hereof is vested in the insured:
By virtue of a deed from Hometown Bank, dated February 28, 2013, and recorded March 6, 2013, in the Circuit Court Clerk's Office for the County of Roanoke, Virginia,, as Instrument # 201302937.
4. The Land referred to in this policy is situate in the **County of Roanoke, Commonwealth of Virginia**, and is described as follows:
New Parcel D, containing 2.587 acres, more or less, as shown on plat of survey for P-N-C, a North Carolina General Partnership, Showing the Subdivision of a 19.807 Ac. Tract, dated July 19, 1994, prepared by T.P. Parker & Son, Engineers-Surveyors-Planners, recorded in the Clerk's Office of the Circuit Court for Roanoke County, Virginia, in Plat Book 16, page 185.
TOGETHER WITH the reciprocal easements as set forth in the Declaration of Easements and Restrictive Covenants, dated July 25, 1994, recorded in the aforesaid Clerk's Office in Deed Book 1452, page 1135, and amended in Deed Book 1453, page 864, and any future amendments thereto.

Countersigned:

Southwest Title Agency, L.L.C.
2404 Electric Road, Suite A
Roanoke, VA 24018

By: _____
Authorized Officer or Agent

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

Fidelity National Title Insurance Company



By:

(Signature)

President

ATTEST

(Signature)

Secretary





**SCHEDULE B
EXCEPTIONS FROM COVERAGE**

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

1. Those taxes and special assessments which become due and payable subsequent to the date of the policy.
2. Rights of others in and to the use of easement(s) conveyed as appurtenant to insured premises and as set forth in the description of Schedule A hereof.
3. Restrictions, terms, provisions, conditions, easements, liens, assessments, developer rights, options, rights of first refusal and reservations, if any, contained in Deed Book 1452, page 1135, and amended in Deed Book 1453, page 864, and in Instrument No. 201001612, and all subsequent amendments and/or supplementals thereto, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
4. Easement granted The Chesapeake and Potomac Telephone Company of Virginia by instrument recorded in Deed Book 247, page 211.
5. Easement granted The Chesapeake and Potomac Telephone Company of Virginia by instrument recorded in Deed Book 1290, page 983.
6. Easements set forth in Deed dated 6/6/1951, recorded in Deed Book 458, page 218. (*Ingress/egress to Stewartsville Road/Route 24*)
7. Easement granted Walter J. Damell, Sr. and Lelia T. Darnell by instrument dated 5/16/1973, recorded in Deed Book 972, page 417. (*15 foot sanitary sewer easement*)
8. Easement granted Appalachian Power Company by instrument recorded in Deed Book 1295, page 1737.
9. Easement reserved by the Town of Vinton by Deed dated 10/31/1989, recorded in Deed Book 1318, page 1337. (*10 foot PUE*)
10. Easement granted the City of Roanoke, Virginia by instrument dated 2/16/1990, recorded in Deed Book 1326, page 259. (*water*)
11. Terms and conditions of Storm Water Detention/Retention Pond Maintenance Agreement dated 12/8/1987, recorded in Deed Book 1328, page 1331.
12. Fence does not coincide with the northerly property line of insured premises as shown on the recorded plat of subdivision.
13. 20 foot sanitary sewer easement located along the northerly portion of insured premises as shown on the recorded plat of subdivision.
14. 15 foot sanitary sewer easement located along the westerly portion and southerly portion of Insured premises as shown on the recorded plat of subdivision.
15. Approximate location of old driveway easement (DB 458 PG 218) located on the easterly portion of insured premises as shown on the recorded plat of subdivision.
16. Rights of parties/tenants in possession and any and all unrecorded leases.
17. Easements or claims of easements not shown by the public records, boundary line disputes, overlaps, encroachments, and any matters not shown by the public records which would be disclosed by an accurate survey and inspection of the land described in Schedule A.

PG 0267 14 JAN 31 1618

201400918

Bull/2
①

Consideration \$N/A - Gift
Tax Map No: 061.13-04-13.03
Grantee Address:
105 Knoll Ct.
Vinton, VA 24179

Prepared By/Return To:
David B. Bullington, Esq.
VSB # 28074
The Bullington Law Firm
2404 Electric Road, Suite A
Roanoke, VA 24018
File No. BR-14261RMM

Title Insurance: First American Title Ins.

This Deed of Gift, made and entered into this **28th** day of **January, 2014**, by and between **PATRICK GOBBLE AND JENNIFER GOBBLE (GRANTOR)** and **GOBBLE SUPPORT SYSTEMS, INC., A VIRGINIA CORPORATION (GRANTEE)**.

-Witnesseth-

THIS DEED IS EXEMPT FROM RECORDATION TAXES
PURSUANT TO 58.1-811D OF THE CODE OF VIRGINIA,
1950, AS AMENDED.

As a gift, and not for consideration the Grantors do hereby give, grant and convey, with General Warranty and English Covenants of Title unto the Grantee, as sole owner, all that certain lot or parcel of land, lying and being in the **County of Roanoke**, Commonwealth of Virginia, and being more particularly described as follows, to-wit:

New Parcel D, containing 2.587 acres, more or less, as shown on plat of survey for P-N-C, a North Carolina General Partnership, Showing the Subdivision of a 19.807 Ac. Tract, dated July 19, 1994, prepared by T.P. Parker & Son, Engineers-Surveyors-Planners, recorded in the Clerk's Office of the Circuit Court for Roanoke County, Virginia, in Plat Book 16, page 185.

TOGETHER WITH the reciprocal easements as set forth in the Declaration of Easements and Restrictive Covenants, dated July 25, 1994, recorded in the aforesaid Clerk's Office in Deed Book 1452, page 1135, and amended in Deed Book 1453, page 864, and any future amendments thereto.

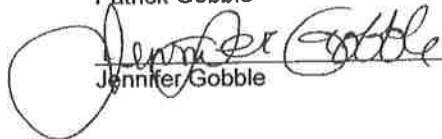
Being the same property conveyed to Patrick Gobble and Jennifer Gobble from Hometown Bank, by deed dated February 28, 2013, and recorded in the Circuit Court Clerk's Office for the County of Roanoke, Virginia, as Instrument Number 201302937.

PG 0258 '14 JAN 31 16:18

This Deed is made subject to all easements, reservations, restrictions, and conditions of record affecting the hereinabove described property.

Witness the following signature and seal.


_____(SEAL)
Patrick Gobble



_____(SEAL)
Jennifer Gobble

Commonwealth of Virginia
County of Roanoke

} ss

The foregoing instrument was acknowledged before me on January 28, 2014,
by Patrick Gobble and Jennifer Gobble.

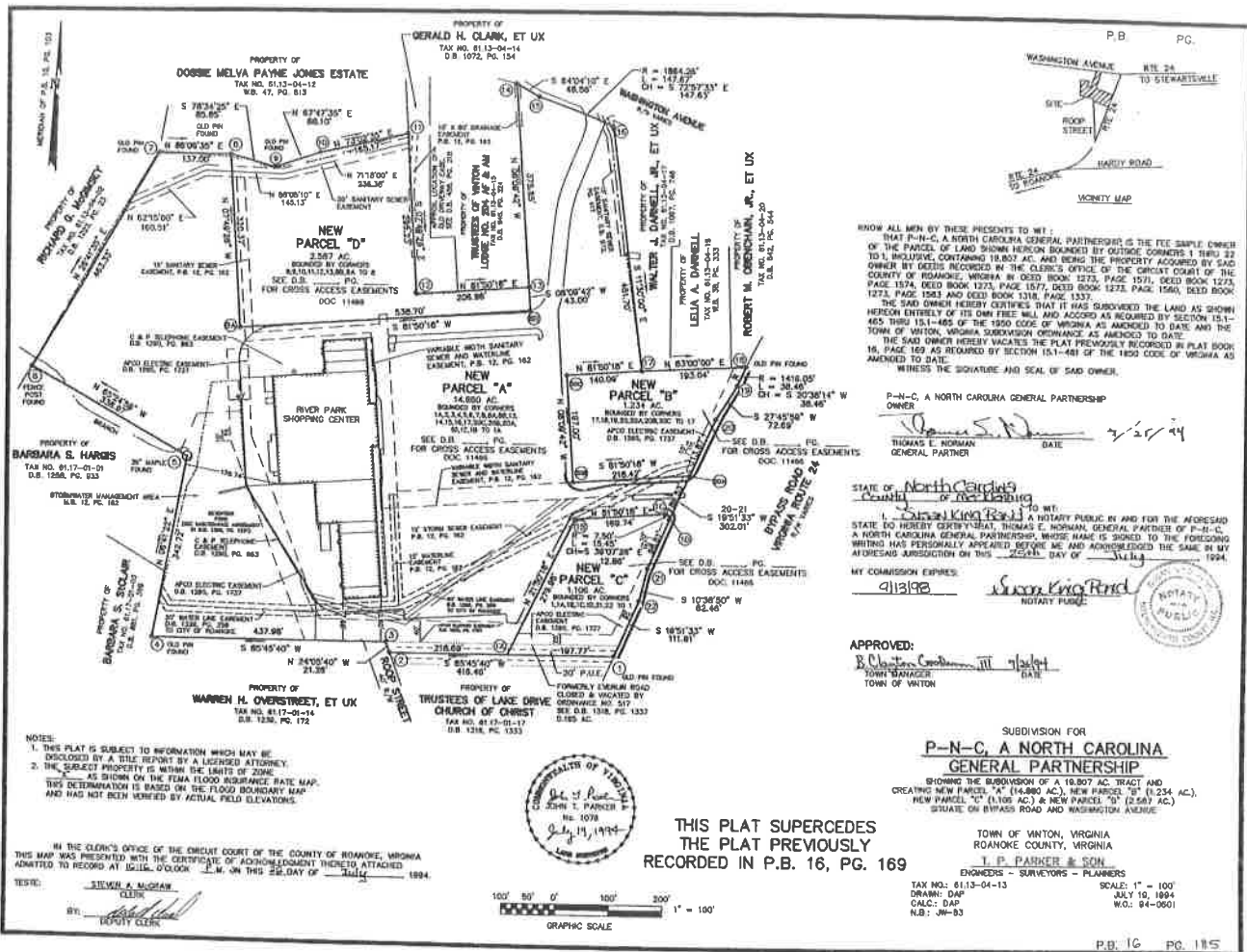
NOTARY PUBLIC
COMMONWEALTH OF VIRGINIA
My Commission Expires
June 30, 2017
Notary #255963



Notary Public
My Commission Expires: 6/30/17

INSTRUMENT #201400918
RECORDED IN THE CLERK'S OFFICE OF
ROANOKE COUNTY ON
JANUARY 31, 2014 AT 04:18PM

STEVEN A. MCGRAW, CLERK
RECORDED BY: FRS



MAILED: NORCOM DEVELOPMENT, BOX 32068, CHARLOTTE, N.C. 28232
BK 1452 PG 01135

11466'94JUL26 18:29

STATE OF VIRGINIA
COUNTY OF ROANOKE

**DECLARATION OF EASEMENTS
AND
RESTRICTIVE COVENANTS**

THIS DECLARATION, made and entered into this 25th day of July, 1994, by P-N-C, a North Carolina general partnership (herein "Owner") for its benefit and for the benefit of its successors and assigns.

WITNESSETH:

WHEREAS, Owner is the owner of the real property situated in the Town of Vinton, Roanoke County, Virginia more particularly described on Exhibits "A," "B," "C," and "D," attached hereto and by this reference made a part hereof (the "Property"); and

WHEREAS, Owner has developed and constructed on the portion of the Property described in Exhibit "A" attached hereto and by this reference made a part hereof (the "Phase I Tract") the first phase of a retail shopping center known as River Park Shopping Center (the "Shopping Center"); and

WHEREAS, Owner may undertake a second phase of development on the portion of the Property more particularly described in Exhibit "B" attached hereto and by this reference made a part hereof (the "Phase II Tract"); and

WHEREAS, Owner has developed two (2) certain outparcel tracts designated as Outparcel # 1 and Outparcel # 2 (collectively, the "Outparcels") adjacent to the Phase I Tract, more particularly described in Exhibits "C" and "D" attached hereto and by this reference made a part hereof; and

WHEREAS, the Phase I Tract, the Phase II Tract and the Outparcels are intended to constitute one integrated shopping area and in order to promote, ensure and preserve coordinated use of the Shopping Center for such a period of time as such use shall continue, Owner desires to declare and establish, for itself and for its mortgagees, successors and assigns, reciprocal non-exclusive easements for utilities, building footings, and ingress, egress and delivery and certain other declarations and grants among and between the Phase I Tract, the Phase II Tract and the Outparcels; and

WHEREAS, in order to promote the aforesaid goals, Owner desires to declare and establish certain restrictions regarding the use and occupancy of the Phase I Tract, the Phase II Tract and the Outparcels.

NOW, THEREFORE, in consideration of the premises, the easements herein granted and reserved, and other good and valuable consideration, the receipt and legal

sufficiency of which are hereby acknowledged, Owner does hereby grant and state as follows:

1. Grant and Reservation of Easement for Ingress, Egress and Delivery.

Subject to the rights set forth in subparagraph 5.4 hereof, Owner declares, grants, reserves and establishes, for the benefit of each and every person, partnership, trust, corporation or other entity hereafter owning any portion of the Property, their licensees, invitees, agents, successors and assigns, a perpetual, mutual, reciprocal and non-exclusive easement, license, right and privilege of passage and use, both pedestrian and vehicular, for the purpose of ingress, egress and delivery over and upon all roads, driveways and walkways located from time to time upon and within the Property. Owner, or its successors in title as applicable, may relocate and reconstruct within any tract within the Property such roads, driveways and walkways at any time provided that such relocation and reconstruction do not impede or impair the free and orderly flow of traffic among the Phase I Tract, the Phase II Tract and the Outparcels, and, provided, further, that such relocated and reconstructed roads, driveways and walkways shall be designed to tie into existing roads, drives and walkways on any portion of the Property not affected by such relocation and reconstruction. The intent of the provisions of this Paragraph 1 is to allow free pedestrian and vehicular access between and among the Phase I Tract, the Phase II Tract and the Outparcels.

2. Grant and Reservation of Easement for the Installation and Maintenance of Utility Lines and Meters.

2.1 Owner declares, grants and establishes for the benefit of the owners of the Phase I Tract, the Phase II Tract or the Outparcels, their successors in title, a perpetual, nonexclusive subterranean easement, from the boundary of any tract, under, across and through any portion of any other tract necessary for access to utility services or utility easements granted to the appropriate utility companies, for the installation and maintenance of sanitary and storm sewers, water, electric power, natural gas, telephone, television, cable, and other communications lines (collectively the "Utility Lines") and for the installation, maintenance and reading of utility meters and submeters (jointly the "Meters") providing separate measures of consumption of such utilities for the Phase I Tract, the Phase II Tract and the Outparcels, all of which shall be installed underground, except as the owner or owners of the affected tracts may otherwise agree to in writing. In no event, however, shall such Utility Lines be located or constructed under existing buildings or pads or under the proposed location for buildings to be constructed on the Phase II Tract or the Outparcels. The location and installation of such Utility Lines and Meters shall be done in a manner which will cause the least amount of interference with the operation of the businesses being conducted on the Property. The owner of any tract affected by the installation of any Utility Lines may condition its

consent to the location and installation of such Utility Lines and Meters on, by way of illustration and not limitation, the agreement to locate the Utility Lines and Meters in certain areas, the manner and method of installation of such Utility Lines and Meters and the time or times during which such Utility Lines and Meters are to be installed.

2.2 Any owner of the Phase I Tract, the Phase II Tract or the Outparcels which installs Utility Lines or Meters pursuant to the provisions of this Paragraph 2 shall pay all costs and expenses with respect thereto and shall cause all work in connection therewith (including general clean-up and proper surface and subsurface restoration) to be completed as quickly as possible.

2.3 The initial location and width of any Utility Lines or Meters shall be subject to the prior written approval of the owner of the tract affected by such Utility Lines or Meters. The easement area shall be no larger than necessary to reasonably satisfy the applicable utility company as to a public utility line, or five feet (5') on each side of the centerline with respect to a private line. Upon request, the owner of the property benefitting from the installation of such Utility Lines or Meters shall provide to the owner of the property burdened thereby a copy of an as-built survey showing the location of such Utility Lines or Meters. The owner of the property burdened by such Utility Lines or Meters shall have the right at any time to relocate any Utility Lines or Meters affecting such owner's property upon thirty (30) days' prior written notice to the owner of the property benefitting therefrom, provided that such relocation:

(i) shall not substantially interfere with or substantially diminish the utility services to the owner of the property benefitting therefrom; provided, however, that if a complete interruption in service to any owner of any portion of the Property is required by the nature of the relocation, notice of such interruption in service shall be provided to the owner affected thereby at least five (5) days in advance of the interruption, all work shall be performed at a time of day when the effect of such interruption shall be least burdensome on such owner or its tenants, and if a complete interruption in service is anticipated, the party causing such relocation shall at its expense provide to the party whose service is interrupted such back-up service as may be necessary to the party benefitting from such service and its tenants;

(ii) shall not reduce or unreasonably impair the usefulness or function of such Utility Lines or Meters;

(iii) shall be performed at the sole cost and expense of the owner of the burdened property;

(iv) shall be completed using materials and design standards which equal or exceed those originally used; and

(v) shall have been approved by the utility company and the appropriate governmental or quasi-governmental agencies having jurisdiction thereover if the Utility Lines or Meters are public lines or meters.

2.4 The owner of any property benefitting from any Utility Lines or Meters shall be solely responsible to repair and maintain in first-class condition all such Utility Lines and Meters except as follows:

(i) if the same are dedicated to and accepted by a public or quasi-public utility or authority and such utility or authority expressly assumes such repair and maintenance obligations, then the benefitting owner shall have no further obligation with respect to the repair and maintenance of the portion of the Utility Lines and Meters so accepted for maintenance; and

(ii) if the Utility Lines or Meters commonly serve the properties of more than one owner of any portion of the Property, then such owners shall share the cost of repair and maintenance thereof in the proportion that the respective square footages of the improvements of each owner served by such Utility Lines or Meters bears to the total square footage of the improvements so served.

3. Grant and Reservation of Easement for Building Footings, Air and Subterranean Rights, Party Walls, and Minor Encroachments. Owner declares, grants and establishes, for the benefit of the owners of the Phase I Tract and the Phase II Tract, and their successors in title, perpetual, mutual, nonexclusive easements for: (i) construction of improvements upon all building footings as may from time to time be located within two (2) feet on either side of the common boundary line of the Phase I Tract and the Phase II Tract; (ii) air and subterranean rights above and beneath such building footings to such extent as may be necessary for construction repair and restoration of such improvements, provided that this grant of easement in this subpart (ii) shall not be construed to require an owner of either the Phase I Tract or the Phase II Tract to undertake the demolition, destruction or relocation of existing improvements so that the other owner of either the Phase I Tract or the Phase II Tract may have and enjoy the easements granted in this subpart (ii); (iii) party wall construction, maintenance and repair against or abutting any building wall constructed on or within nine (9) inches of

the common boundary line between the Phase I Tract and the Phase II Tract provide that such party wall construction shall comply with applicable state and local building code requirements; and (iv) nominal building encroachments from one tract into the other; provided, however, that for purposes of this subpart (iv), "nominal building encroachments" shall mean and refer to portions of buildings and other air, surface and subterranean improvements, including without limitation, building footings, streets, sidewalks, pedestrian walkways, private sanitary sewer, storm drainage, natural gas and electric utility lines, eaves, overhangs, walkway lighting fixtures, emergency or customer convenience telephones, electric and natural gas meters, fuel tank access lines, public utility systems servicing one tract where necessity or economy requires access to, through or across the other tract, building appurtenances and projections (such as decorative walls and projecting windows), all of which are now or in the future constructed on either the Phase I Tract or the Phase II Tract, which encroach onto, upon, or over the Phase I Tract or the Phase II Tract and which meet the following criteria:

3.1 Such encroachments do not materially and adversely affect the intended use of the tract onto, upon or over which they encroach;

3.2 Any such encroachment shall not cause the tract onto, upon or over which is encroached to be insurable by a title insurer at any rate greater than normal and customary rates;

3.3 Affirmative owner's and lender's title insurance against forced removal of, or loss or damage resulting from, such encroachments shall be available notwithstanding such encroachments; and

3.4 Party wall construction shall not obstruct existing windows, doors, skylights or other forms of structure providing either natural light or access in the wall against which the party wall is to be constructed.

4. Grant and Reservation of Easement for Surface Drainage and Storm Water Drainage. Owner declares, grants and establishes, for the benefit of the owners of the Phase I Tract, the Phase II Tract and the Outparcels, and their successors in title, perpetual, mutual, nonexclusive easements for natural surface and storm water drainage over and across the driveways, sidewalks, landscaped areas, parking areas, and any other areas not otherwise improved with buildings, and through any and all catch basins and storm drainage systems constructed therewith on any portion of the Property. Nothing in this Paragraph 4 shall be construed to permit any owner of any portion of the Property to purposely direct or divert any surface or storm water drainage to any other portion of the Property except to the extent that open culverts, catch basins and storm drainage systems are specifically designed to accommodate such diversions.

5. Restrictive Covenants. The owners of the Phase I Tract, the Phase II Tract and the Outparcels shall be bound by the following restrictive covenants:

5.1 The easements, licenses, rights and privileges established, created and granted hereby will be for the benefit of and restricted solely to the fee simple owners and their assigns of all or any portion of the Property, as their interest as owners may appear, but any such fee simple owner may grant the privilege or benefit of the easements, licenses, rights or privileges set forth in Paragraph 1 only to its tenants, subtenants, agents, guests, invitees and licensees. The easements and rights granted herein will, in no event, be construed to create any right in or for the benefit of the general public.

5.2 Any fee simple owner of any of the Property, may temporarily block access to its drives in order to repair, relocate or reconstruct its drives or to cut off any claim or right of the public to gain access thereto by prescriptive easement, provided that such blockage shall not interfere with the regular business activities of any other owner or its tenants, licensees and guests, and provided, further, that such blockage shall continue only for as long as is necessary as applicable for such repair, relocation or reconstruction or to cut off the claim or right of the public for such prescriptive easement.

5.3 The fee simple owner of all or any portion of the Phase I Tract, the Phase II Tract or the Outparcels, will promptly pay and discharge, or cause to be paid and discharged, on or before the due date, any obligation the lien of which shall have priority over this Declaration.

5.4 Except as otherwise provided in Subparagraph 5.2 hereof, no walls, fences or barriers of any sort or kind shall be constructed or erected on the Property, or any portion thereof, which shall prevent or impair the use or exercise of any of the easements granted herein, or the free access and movement, including without limitation, pedestrian and vehicular traffic, among the Phase I Tract, the Phase II Tract and the Outparcels; provided, however, curb stops and other reasonable traffic controls, directional barriers and parking stops, all as may be necessary to guide and control the orderly flow of traffic may be installed so long as access driveways are not closed or blocked and traffic circulation patterns are not changed or affected in any substantial way.

5.5 No building or structure shall be constructed or maintained on the Outparcels unless such building or structure shall conform to the following covenants and requirements:

(1) Any such building or structure shall not exceed 18 feet in height;

(2) Any such building constructed and maintained on Outparcel # 1 as described on Exhibit "C" to this Declaration shall not exceed a building size of 3,000 square feet and any such building constructed and maintained on Outparcel # 2 as described on Exhibit "D" to this Declaration shall not exceed a building size of 2,500 square feet.

(3) Any roof top equipment located on the top of any building or structure shall be screened in a manner satisfactory to Owner;

(4) No roof top sign shall be erected or maintained with respect to any such building or structure;

(5) No improvements shall be constructed, erected, expanded or altered on the Outparcels until the plans for the same (including site layout, exterior appearance, landscaping, and parking) have been approved in writing by Owner;

(6) In developing and using the Outparcels, the owners of the Outparcels shall continuously provide parking spaces which conform to all applicable zoning requirements for parking for such Outparcels;

(7) The Outparcels shall be kept neat, orderly, planted, grassed and trimmed until buildings are constructed on the Outparcels.

(8) Subject to the prior written consent of Owner, any building, structure or improvement on the Outparcels shall be used for retail and/or service purposes only, however, no building, structure or improvement on the Outparcels may be used for a supermarket, convenience food store, grocery store, meat, fish or vegetable market, bakery and/or delicatessen, spa, bar, bowling alley, electronic game parlor, skating rink, bingo parlor, theater (either motion picture or legitimate), business or professional offices, sales of automobiles, or health, recreational or entertainment type activities, pizza delivery business, or non-retail or non-service type activities. No businesses which may be operated on the Outparcels shall be allowed to sell alcoholic beverages for on-premises consumption. These restrictions shall continue until termination of that certain lease between Owner and Winn-Dixie Raleigh, Inc. dated August 12, 1987 and supplemented February 8, 1989 (including any extension or renewal of such Lease), that certain lease between Owner and Pizza Hut of America, Inc.

dated October 7, 1988 (including any extension or renewal of such Lease) and that certain Lease between Owner and Revco Discount Drug Centers, Inc. dated December 9, 1987 (including any extension or renewal of such Lease).

(9) No building, structure or improvement on the Outparcels will be used to operate a drugstore, health and beauty aid store, a beauty supply store or pharmacy. This restriction shall continue until the termination of the Lease between Owner and Revco Discount Drugs Centers, Inc., which was originally dated December 9, 1987 (including any extension or renewal of such Lease).

(10) No building, structure or improvement on the Outparcels will be used to operate a Family Dollar Store or Super Ten store. This restriction shall continue until termination of that certain Lease between Owner and Dolgencorp, Inc. dated September 30, 1992 (including any extension or renewal of such Lease).

6. Insurance.

6.1 The owners of the Phase I Tract, the Phase II Tract and the Outparcels shall procure and maintain in full force and effect, throughout the term of their ownership, general public liability insurance and property damage insurance against claims for personal injury, death or property damage occurring upon, in or about such owner's respective tract. The liability insurance with respect to each tract shall afford protection to the limit of not less than \$500,000.00 for injury or death of a single person, to the limit of not less than \$1,000,000.00 for any one occurrence and to the limit of not less than \$1,000,000.00 for property damage. The property damage insurance shall be written for the full replacement cost of the buildings and improvements on each respective tract. The required liability insurance amounts may be increased from time to time to the extent necessary to remain in conformance with prevailing and prudent commercial property management standards. Such insurance may be written by additional premises endorsement or any master policy of insurance which may cover other property of the insured in addition to the tract or tracts within the Property. Such insurance shall provide that its coverage may not be cancelled without thirty (30) days' prior written notice to the other owners. Such insurance shall also contain standard waiver of subrogation endorsements provided that the same may be secured without additional cost or expense to the insured party.

6.2 The owners of the Phase I Tract, the Phase II Tract and the Outparcels, and their respective property insurers, hereby release each other and their respective property insurers, hereby release each other and their respective property insurers from any and all claims, demands, liabilities or obligations whatsoever for damage to each others' property or loss of rents or profits resulting from or in any way connected with any fire or other casualty, whether or not such fire or other casualty shall have been caused by the negligence or the contributory negligence of the party being released or by any agent, associate or employee of the party being released; provided, however, this release shall apply only to the extent that such damage or loss is covered by the property insurance which the releasing party is obligated to carry hereunder.

7. Eminent Domain. Nothing herein shall be construed to give any owner of any tract within the Property any interest in any award or payment made to any other party in connection with any exercise of eminent domain, or transfer in lieu thereof, affecting any other owner's tract or giving the public or any governmental unit any rights in such tract. In the event of any exercise of eminent domain or transfer in lieu thereof of any portion of the Property, the award or payment attributable thereto shall be payable only to the owner thereof, and no claim thereon shall be made by any other owner of any other portion of the Property. Any owner of any portion of the Property may file collateral claims with the condemning authority for their losses which are separate and apart from the value of the land, area and improvements taken from the owner affected by any condemnation or exercise of eminent domain, but all payments, if any, shall be made directly from such condemning authority to the owner whose interests may be so affected.

8. Termination. Unless otherwise cancelled or terminated, this Declaration and all the easements, rights and obligations created hereby shall continue until either (i) the owners of the Phase I Tract, the Phase II Tract and the Outparcels, or their successors in title or assigns, together with the beneficiaries of any deeds of trust of any tract, agree in writing to terminate this Declaration; or (ii) none of the tracts are being used as part of the Shopping Center.

9. Covenants to Run With Land. The easements, reservations and restrictions contained in this Declaration are not personal, but are appurtenant to and shall run with the land benefitted thereby and will be binding upon and inure to the benefit of the owners of any portion of the Property and their successors in interest and assigns.

10. Modification, Amendment and Release. Any provision of this Declaration may be released, subordinated, modified, rescinded or amended, in whole or in part, as it relates to the Property only with the written consent of the then current record owners of the Phase I Tract, the Phase II Tract, and of the Outparcels and the beneficiaries of

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any first lien deeds of trust on any portion of the Property affected by such release, subordination, modification, rescission or amendment.

11. Exculpation. Notwithstanding any other provision of this Declaration to the contrary, in no event shall Owner, or any of its general partners be exposed to or incur any personal liability or obligations as a direct or proximate result of any of the obligations or undertakings set forth in this Declaration.

12. Captions. The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Declaration nor in any way affect the terms and provisions hereof.

13. Governing Law: Severability. The laws of the State of North Carolina shall govern the interpretation, validity, performance and enforcement of this Declaration. If any provision of this Declaration shall be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions hereof shall not be affected thereby.

14. Successors and Assigns. The terms, provisions and covenants of this Declaration shall inure to the benefit of and be binding upon (i) Owner so long as it retains an ownership interest in the fee simple title to all or any portion of the Property; (ii) Owner's successors and assigns; (iii) the owner of the Phase I Tract; (iv) the owner of the Phase II Tract; (v) the owner of the Outparcels; and (vi) each of their successors, lessees, sublessees and assigns.

IN WITNESS WHEREOF, the Owner has caused this Declaration to be executed on the day and year first above written.

P-N-C, a North Carolina general
partnership

(SEAL)

By: 

(SEAL)

Thomas E. Norman
General Partner

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STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG to-wit:

The foregoing instrument was acknowledged before me, a Notary Public in and for the County and State aforesaid, by THOMAS E. NORMAN, General Partner of P-N-C, a North Carolina general partnership, this 25th day of July, 1994.

Susan C. Bennett

Notary Public

My Commission Expires: April 9, 1995



EXHIBIT "A"
TO
DECLARATION OF EASEMENTS
AND
RESTRICTIVE COVENANTS

Description of the Shopping Center

SITUATED in the Town of Vinton, Roanoke County, Virginia and being more particularly described as follows:

BEGINNING at a half-inch rebar with yellow cap set which is in the southerly right-of-way margin of Washington Avenue, said point also being the northeasterly corner of the property of the Trustees of Vinton Lodge No. 204 AF&AM as described in Deed recorded in Deed Book 945 at Page 324 in the Clerk's Office of the Circuit Court of Roanoke County; thence along the aforesaid southerly margin of the right-of-way of Washington Avenue the following two (2) courses and distances: (1) S 64-04-10 E 48.56 feet to a point and (2) with the arc of a circular curve to the right with a radius of 1864.26 feet, a chord bearing and distance of S 72-57-33 E 147.63 feet and an arc distance of 147.67 feet to a half-inch rebar with yellow cap set in the westerly property line of the property Walter J. Darnell, Jr., *et ux* as described in Deed recorded in Deed Book 1067 at Page 746 in the Clerk's Office of the Circuit Court of Roanoke County; thence running with the aforesaid westerly property line of Walter J. Darnell, Jr., *et ux* property (now or formerly) S 11-30-00 E 451.70 feet to a half-inch rebar with yellow cap set in the northerly property line of New Parcel "B" as shown on map entitled "Subdivision for P-N-C, a North Carolina general partnership", recorded in Plat Book 16 at Page 169 in the Clerk's Office of the Circuit Court of Roanoke County; thence running with the northerly, westerly and southerly lines of the aforesaid New Parcel "B" the following three (3) courses and distances: (1) S 81-50-18 W 140.09 feet to a half-inch rebar with yellow cap set, (2) S 08-09-42 E 197.00 feet to a half-inch rebar with yellow cap set, and (3) N 81-50-18 E 218.42 feet to a half-inch rebar with yellow cap set in the westerly margin of the right-of-way of Bypass Road (Virginia Route 24); thence along the aforesaid westerly margin of the right-of-way of Bypass Road (Virginia Route 24) S 19-51-33 W 89.53 feet to a half-inch rebar with yellow cap set marking the northeast corner of New Parcel "C" as shown on map entitled "Subdivision for P-N-C, a North Carolina general partnership", recorded in Plat Book 16

at Page 169 in the Clerk's Office of the Circuit Court of Roanoke County; thence with the northerly and westerly property lines of the aforesaid New Parcel "C" the following three (3) courses and distances: (1) with the arc of a circular curve to the left having a radius of 7.50 feet, a chord bearing and distance of N 39-07-26 W 12.86 feet and an arc distance of 15.45 feet to a point, (2) S 81-50-18 W 169.74 feet to a half-inch rebar with yellow cap set, and (3) S 21-50-18 W 279.98 feet to a half-inch rebar with yellow cap set marking the northerly property line of the Trustees of Lake Drive Church of Christ property as described in Deed recorded in Deed Book 1318 at Page 1333 in the Clerk's Office of the Circuit Court of Roanoke County; thence with the aforesaid northerly property line of the Trustees of Lake Drive Church of Christ property (now or formerly) S 85-45-40 W 218.69 feet to a half-inch rebar with yellow cap set in the easterly margin of the right-of-way of Roop Street; thence along the aforesaid easterly margin of the right-of-way of Roop Street N 24-05-40 W 21.26 feet to a half-inch rebar with yellow cap set; thence along the northerly terminus of the right-of-way of Roop Street and the northerly property line of the Warren H. Overstreet, et ux property as described in Deed recorded in Deed Book 1239 at Page 172 in the Clerk's Office of the Circuit Court of Roanoke County, S 85-45-40 W 437.98 feet (passing an old iron pin at 45.96 feet which is .81 feet north of property line) to an old pin in the easterly property line of the Barbara S. StClair property as described in Deed recorded in Deed Book 881 at Page 399 in the Clerk's Office of the Circuit Court of Roanoke County; thence with the aforesaid easterly property line of the Barbara S. StClair property (now or formerly) and the easterly and northerly property lines of the Barbara S. Hargis property as described in Deed recorded in Deed Book 1258 at Page 933 in the Clerk's Office of the Circuit Court of Roanoke County the following two (2) courses and distances: (1) N 06-41-22 E 342.72 feet to a 36 inch maple and (2) N 65-24-59 W 338.97 feet to a fence post in the easterly property line of the Richard G. McGimsey property described in Deed recorded in Deed Book 1223 at Page 23 in the Clerk's Office of the Circuit Court of Roanoke County; thence along the easterly property line of the Richard G. McGimsey property (now or formerly) N 26-41-35 E 463.33 feet to an old pin in the southerly property line of the Dossie Melva Payne Jones Estate property as described in Will Book 47 at Page 813; thence with the aforesaid southerly margin of the Dossie Melva Payne Jones Estate property (now or formerly) the following four (4) courses and distances: (1) N 86-06-35 E 137.00 feet to an old pin, (2) S 78-34-25 E 85.85 feet to an old pin, (3) N 67-47-35 E 88.10 feet to a half-inch rebar with yellow cap set, and (4) N 73-02-35 E 165.17 feet to a half-inch rebar with yellow cap set in the westerly property line of the Gerald H. Clark, et ux property

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described in Deed recorded in Deed Book 1072 at Page 154 in the Clerk's Office of the Circuit Court of Roanoke County; thence with the aforesaid westerly property line of the Gerald H. Clark, et ux property (now or formerly) S 07-49-26 E 295.23 feet to a half-inch rebar with yellow cap set; thence along the southerly property line of the aforesaid Gerald H. Clark, et ux property (now or formerly) and the southerly property line of the aforesaid Trustees of Vinton Lodge No. 204 AF&AM property (now or formerly) N 81-50-18 E 208.98 feet to a half-inch rebar with yellow cap set; thence with the easterly property line of the aforesaid Trustees of Vinton Lodge No. 204 AF&AM property (now or formerly) N 08-09-42 W 375.85 feet to the POINT AND PLACE OF BEGINNING, containing 17.467 acres and being designated "New Parcel "A"" as shown on survey dated May 5, 1994 by T.P. Parker & Son to which survey reference is hereby made for a more particular description of the property and also being shown as "New Parcel "A"" on map entitled "Subdivision for P-N-C, a North Carolina general partnership", recorded in Plat Book 16 at Page 169 in the Clerk's Office of the Circuit Court of Roanoke County to which reference is also made for a more particular description of the property.

LESS AND EXCEPT:

BEGINNING at a half-inch rebar with yellow cap set marking the southeasterly corner of the property of the Trustees of Vinton Lodge No. 204 AF & AM as described in Deed recorded in Deed Book 945 at Page 324 in the Clerk's Office of the Circuit Court of Roanoke County; thence S 08-09-42 W 43.00 feet to a point; thence S 81-50-18 W 538.70 feet to a point; thence N 07-49-26 W 320.37 feet to a point in the southerly margin of the Dossie Melva Payne Jones Estate property as described in Will Book 47 at Page 813; thence with the aforesaid southerly margin of the Dossie Melva Payne Jones Estate property (now or formerly) the following three (3) courses and distances: (1) S 78-34-25 E 85.85 feet to an old iron pin, (2) N 67-47-35 E 88.10 feet to a point and (3) N 73-02-35 E 165.17 feet to a point in the westerly property line of the Gerald H. Clark, et ux property described in Deed recorded in Deed Book 1072 at Page 154 in the Clerk's Office of the Circuit Court of Roanoke County; thence with the aforesaid westerly line of the Gerald H. Clark, et ux property (now or formerly) S 07-49-26 E 295.23 feet to a point; thence along the southerly property line of the aforesaid Gerald H. Clark, et ux property (now or formerly) and the southerly property line of the aforesaid Trustees of Vinton Lodge No. 204 AF&AM (now or formerly) N 81-50-18

BK 1452 PG 01149

E 208.98 feet to the point and place of BEGINNING containing 2.587 acres and being designated "New Parcel "D"" on Map entitled "Subdivision for P-N-C, a North Carolina General Partnership" dated July 19, 1994, prepared by T.P. Parker & Son which will be recorded in the Clerk's Office of the Clerk of Court of Roanoke County.

EXHIBIT "B"
TO
DECLARATION OF EASEMENTS
AND
RESTRICTIVE COVENANTS

Description of the Phase II Tract

SITUATED in the Town of Vinton, Roanoke County, Virginia and being more particularly described as follows:

BEGINNING at a half-inch rebar with yellow cap set marking the southeasterly corner of the property of the Trustees of Vinton Lodge No. 204 AF & AM as described in Deed recorded in Deed Book 945 at Page 324 in the Clerk's Office of the Circuit Court of Roanoke County; thence S 08-09-42 W 43.00 feet to a point; thence S 81-50-18 W 538.70 feet to a point; thence N 07-49-26 W 320.37 feet to a point in the southerly margin of the Dossie Melva Payne Jones Estate property as described in Will Book 47 at Page 813; thence with the aforesaid southerly margin of the Dossie Melva Payne Jones Estate property (now or formerly) the following three (3) courses and distances: (1) S 78-34-25 E 85.85 feet to an old iron pin, (2) N 67-47-35 E 88.10 feet to a point and (3) N 73-02-35 E 165.17 feet to a point in the westerly property line of the Gerald H. Clark, et ux property described in Deed recorded in Deed Book 1072 at Page 154 in the Clerk's Office of the Circuit Court of Roanoke County; thence with the aforesaid westerly line of the Gerald H. Clark, et ux property (now or formerly) S 07-49-26 E 295.23 feet to a point; thence along the southerly property line of the aforesaid Gerald H. Clark, et ux property (now or formerly) and the southerly property line of the aforesaid Trustees of Vinton Lodge No. 204 AF&AM (now or formerly) N 81-50-18 E 208.98 feet to the point and place of BEGINNING containing 2.587 acres and being designated "New Parcel "D"" on Map entitled "Subdivision for P-N-C, a North Carolina General Partnership" dated July 19, 1994, prepared by T.P. Parker & Son which will be recorded in the Clerk's Office of the Clerk of Court of Roanoke County.

EXHIBIT "C"
TO
DECLARATION OF EASEMENTS
AND
RESTRICTIVE COVENANTS

Description of the Outparcel # 1

SITUATED in the Town of Vinton, Roanoke County, Virginia and being more particularly described as follows:

BEGINNING at a half-inch rebar with yellow cap set marking the southwesterly corner of the Walter J. Darnell, Jr. \pm ux property as described in Deed recorded in Deed Book 1067 at Page 746 in the Clerk's Office of the Circuit Court of Roanoke County, and running thence from said BEGINNING point with the southerly property lines of the aforesaid Walter J. Darnell, Jr., \pm ux property (now or formerly), the Lea A. Darnell property as described in Will Book 38 at Page 333 and the Robert M. Obenchain, Jr. \pm ux property described in Deed recorded in Deed Book 842 at Page 544 in the Clerk's Office of the Circuit Court of Roanoke County, N 83-00-00 E 193.04 feet to an old pin in the westerly margin of the right-of-way of Bypass Road (Virginia Route 24); thence with the aforesaid westerly margin of the right-of-way of Bypass Road (Virginia Route 24) the following three (3) courses and distances: (1) with the arc of a circular curve to the left having a radius of 1416.05 feet, a chord bearing and radius of S 20-38-14 W 38.46 feet and an arc distance of 38.46 feet to a point, (2) S 27-45-59 W 72.69 feet to a point, and (3) S 19-51-33 W 113.87 feet to a point; thence S 81-50-18 W 218.42 feet to a point; thence N 08-09-42 W 197.00 feet to a point; thence N 81-50-18 E 140.09 feet to the POINT AND PLACE OF BEGINNING and containing 1.234 acres and being designated "New Parcel "B"" on map entitled "Subdivision for P-N-C, a North Carolina general partnership", recorded in Plat Book 16 at Page 169 in the Clerk's Office of the Circuit Court of Roanoke County.

EXHIBIT "D"
TO
DECLARATION OF EASEMENTS
AND
RESTRICTIVE COVENANTS

Description of the Outparcel # 2

SITUATED in the Town of Vinton, Roanoke County, Virginia and being more particularly described as follows:

BEGINNING at an old pin in the westerly margin of the right-of-way of Bypass Road (Virginia Route 24), said old pin marking the northeast corner of the Trustees of Lake Drive Church of Christ property described in Deed recorded in Deed Book 1318 at Page 1333 in the Clerk's Office of the Circuit Court of Roanoke County, and running thence from said BEGINNING point with the northerly property line of the aforesaid Trustees of Lake Drive Church of Christ property (now or formerly) S 85-45-40 W 197.77 feet to a point; thence N 21-50-18 E 279.98 feet to a point; thence N 81-50-18 E 169.74 feet to a point; thence with the arc of a circular curve to the right having a radius of 7.50 feet, a chord bearing and distance of S 39-07-26 E 12.86 feet and an arc distance of 15.45 feet to a point in the westerly margin of the right-of-way of Bypass Road (Virginia Route 24); thence with the aforesaid westerly margin of the right-of-way of Bypass Road (Virginia Route 24) the following three (3) courses and distances: (1) S 19-51-33 W 98.61 feet to a point, (2) S 10-38-50 W 62.46 feet to a point, and (3) S 19-51-33 W 111.91 feet to the POINT AND PLACE OF BEGINNING containing 1.106 acres and being designated "New Parcel "C"" on map entitled "Subdivision for P-N-C, a North Carolina general partnership" recorded in Plat Book 16 at Page 169 in the Clerk's Office of the Circuit Court of Roanoke County.

BK 1452 P6 01153

26
11.
27

CONSIDERATION AMOUNT \$ _____

ST. TAX 58.1-801 (039)	\$ _____	IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF ROANOKE COUNTY, VA THIS <u>26</u> DAY OF <u>July</u> , 19 <u>94</u> , THIS INSTRUMENT WAS PRESENTED WITH THE CERTIFICATE OF ACKNOWLEDGEMENT ANNEXED & ADMITTED TO RECORD AT <u>10:29</u> THE TAX IMPOSED UNDER SEC 58.1- 802 HAS BEEN PAID.
LOCAL TAX (213)	\$ _____	
TRANSFER FEE (212)	\$ _____	
CLERK'S FEE (301)	\$ <u>26.00</u>	
VSLF (145)	\$ <u>1.00</u>	
ST. TAX 58.1-802 (038)	\$ _____	
LOCAL 58.1-802 (220)	\$ _____	
RECORDATION TOTAL	\$ <u>27.00</u>	
MISC. COST _____	\$ _____	
TOTAL	\$ _____	

TESTE: Steven G. McCham CLERK

MAILED OR DELIVERED TO: Norcom Development
ADDRESS P.O. Box 32068
Charlotte, NC 28232

3
BK 1453 P 0 00864

11894'94AUG 3 11:55

STATE OF VIRGINIA
COUNTY OF ROANOKE

**AMENDMENT OF
DECLARATION OF EASEMENTS AND
RESTRICTIVE COVENANTS**

THIS AMENDMENT made and entered into this 3rd day of August, 1994 by P-N-C, a North Carolina general partnership (herein "Owner") for its benefit and the benefit of its successors and assigns,

WITNESSETH:

WHEREAS, Owner declared and established certain restrictions regarding the use and occupancy of real property in Roanoke County, Virginia by Declaration of Easements and Restrictive Covenants recorded July 26, 1994 in Book 1452 at Page 1135 in the Office of the Clerk of the Circuit Court of Roanoke County, Virginia; and


WHEREAS, Owner desires to amend the Declaration as hereinafter provided.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and legal sufficiency are hereby acknowledged, Owner does hereby amend the Declaration by deleting paragraph 5.5(5) in its entirety.

Except as expressly modified hereby, the Declaration and all of its terms and conditions remain valid and are affirmed hereby.

IN WITNESS WHEREOF, the Owner has caused the Amendment to be executed on the day and year first above written.

P-N-C, a North Carolina general partnership (SEAL)

By:  (SEAL)
Thomas E. Norman
General Partner

C:\WP51\511TWQ\MCADAMS\YNTON.AMD

**TITLE
RESEARCH
GROUP**

P. O. BOX 688, SALEM VA. 24153

Return:

DRAWN BY AND MAIL TO:
HORACK, TALLEY, PHARR & LOWMEYER, P.A.
(Horn-Pharr)
2600 ONE FIRST UNION CENTER
301 S. COLLEGE STREET
CHARLOTTE, N. C. 28202-0038

BK 1453 P8 00865

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG to-wit:

The foregoing instrument was acknowledged before me, a Notary Public in and for the County and State aforesaid, by THOMAS E. NORMAN, General Partner of P-N-C, a North Carolina general partnership, this 2nd day of August, 1994.

Dale E. Vaughn

Notary Public



My Commission Expires: Sept 22, 1998

BK 1453 PB 00866

CONSIDERATION AMOUNT \$ _____

ST. TAX 58.1-801 (039)	\$ _____	IN THE CLERK'S OFFICE OF THE
LOCAL TAX (213)	\$ _____	CIRCUIT COURT OF ROANOKE
TRANSFER FEE (212)	\$ _____	COUNTY, VA THIS <u>3</u> DAY OF
CLERK'S FEE (301)	\$ <u>12.00</u>	<u>August</u> , 19 <u>94</u> , THIS
VSLF (145)	\$ <u>1.00</u>	INSTRUMENT WAS PRESENTED WITH
ST. TAX 58.1-802 (038)	\$ _____	THE CERTIFICATE OF
LOCAL 58.1-802 (220)	\$ _____	ACKNOWLEDGEMENT ANNEXED &
RECORDATION TOTAL	\$ <u>13.00</u>	ADMITTED TO RECORD AT <u>11:55</u>
MISC. COST _____	\$ _____	THE TAX IMPOSED UNDER SEC 58.1-
TOTAL	\$ _____	802 HAS BEEN PAID.

TESTE: Horace A. Talley CLERK

MAILED OR DELIVERED TO: Horace Talley

ADDRESS _____

10
2

Prepared by and return to:

Gentry Locke Rakes & Moore, LLP (CHW)
10 Franklin Road, Suite 800
Roanoke, Virginia 24011

Tax Map No: 061.13-04-13.00-0000

SECOND AMENDMENT OF DECLARATION OF
EASEMENTS AND RESTRICTIVE COVENANTS

This Second Amendment of Declaration of Easements and Restrictive Covenants, ("Second Amendment,") is made this 29th day of January, 2010, among **MCADAMS-NORMAN PROPERTIES II, LLC**, a North Carolina limited liability company, referred to in this Second Amendment as "McAdams," to be indexed as a Grantor, with an address c/o Norcom Development, Inc., P.O. Box 32068, Charlotte, North Carolina 28232; **MNP OUTPARCELS, LLC**, a North Carolina limited liability company, referred to in this Second Amendment as "MNP," to be indexed as a Grantor, with an address of 1512 E. 4th Street, Charlotte, North Carolina 28204; **MEMBER ONE FEDERAL CREDIT UNION**, referred to in this Agreement as "Member One," to be indexed as a Grantor and a Grantee, with an address of 202 4th Street, Roanoke, Virginia 24016; provides as follows:

RECITALS

McAdams, MNP and Member One are all of the current owners of property in a commercial subdivision located in the County of Roanoke, Virginia (the "Property"), which subdivision includes the parcel described on Exhibit A attached hereto and incorporated herein by reference ("New Parcel 'B'"). The Property is subject to a

Declaration of Easements and Restrictive Covenants dated July 25, 1994, as may be amended from time to time, recorded in the Circuit Court Clerk's Office of Roanoke County, Virginia in Deed Book 1452, Page 1135, as amended in Deed Book 1453, Page 864 (the "Declaration").

Member One is the owner of New Parcel "B," and Member One has requested that the Declaration be amended with regard to the current Three Thousand (3,000) square foot building size restriction (the "Building Size Restriction") on New Parcel "B." Pursuant to Paragraph 10 of the Declaration, the Declaration may only be amended with the consent of all of the owners of the Property, and any first lienholder, of which there are none. McAdams, MNP, and Member One all consent to the amendment of the Building Size Restriction as provided for herein.

NOW THEREFORE, in consideration of the mutual covenants, conditions, terms and agreement contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree and covenant as follows:

1. With respect to Paragraph 5.5(2) of the Declaration, the building size restriction of Three Thousand (3,000) square feet on Outparcel #1 (New Parcel "B") is hereby amended to allow construction of a Seven Thousand Two Hundred Twenty Five (7,225) square foot building with a height of Seventeen and Six Tenths (17.6) feet.

This Second Amendment shall run with the land and shall be binding upon the Grantors and their successors and assigns, and shall inure to the benefit of Grantee and its successors and assigns.


WITNESS the following signatures and seals:

MCADAMS-NORMAN PROPERTIES II,
LLC, a North Carolina limited liability
company

 (SEAL)

STATE OF NORTH CAROLINA)
) to-wit:
CITY/COUNTY OF Cabarrus)

The foregoing Second Amendment was acknowledged before me, the undersigned
Notary Public, in my jurisdiction aforesaid, this 29th day of January, 2010, by
Thomas E. Norman, as Manager on behalf of McAdams-Norman Properties II,
LLC, a North Carolina limited liability company.


Notary Public
Registration No.

My commission expires:

April 25, 2014

Janice H. MacLeod Notary Public Cabarrus County State of North Carolina
--

MNP OUTPARCELS, LLC,
a North Carolina limited liability company

[Signature] (SEAL)
[Signature]

STATE OF NORTH CAROLINA)

CITY/COUNTY OF Cabarrus)

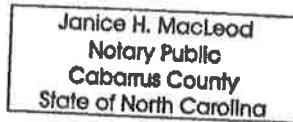
) to-wit:

The foregoing Second Amendment was acknowledged before me, the undersigned
Notary Public, in my jurisdiction aforesaid, this 29th day of January, 2010, by
Sharon E. Norman as Manager on behalf of MNP Outparcels, LLC, a North
Carolina limited liability company.

Janice H. MacLeod
Notary Public
Registration No.

My commission expires:

April 25, 2014



MEMBER ONE FEDERAL CREDIT UNION

Virginia
STATE OF NORTH CAROLINA)
CITY/COUNTY OF Roanoke)

Karen A. Lynch (SEAL)
KAREN LYNCH, SVP Prop. Admin.

) to-wit:

The foregoing Second Amendment was acknowledged before me, the undersigned Notary Public, in my jurisdiction aforesaid, this 12th day of February, 2010, by Karen A. Lynch, as Senior Vice-President on behalf of Member One Federal Credit Union.

Virginia Lynn Sizemore
Notary Public
Registration No. 253379

My commission expires:

3-31-13



EXHIBIT A

DESCRIPTION OF NEW PARCEL "B"

All of New Parcel "B," containing 1.234 acres, as shown on Subdivision Plat entitled "Subdivision for P-N-C, a North Carolina general partnership," dated July 19, 1994, and recorded in Plat Book 16, at Page 185 in the Clerk's Office of the Circuit Court of Roanoke County, Virginia.

TOGETHER WITH the right to use the roads, driveways and walkways in the Shopping Center for access easements as set out in the Declaration of Easements and Restrictive Covenants recorded in Deed Book 1452, Page 1135, as amended.

BEING a portion of the same property conveyed to Member One Federal Credit Union, by deed dated April 29, 2004, from P-N-C, a North Carolina general partnership, of record in the Clerk's Office of the Circuit Court of Roanoke County, Virginia, as Instrument No. 200407680.

INSTRUMENT #201001612
RECORDED IN THE CLERK'S OFFICE OF
ROANOKE COUNTY ON
FEBRUARY 22, 2010 AT 10:03AM

STEVEN A. MCGRAW, CLERK
RECORDED BY: FRS

6

201404131

TAX ID or PARCEL NO. 061.13-04-13.03.0000

GRW 32 - UGOH - VA - CORP (Tax ID) - OmniForm

GOBBLE SUPPORT SYSTEMS INCORPORATED

Eas No. VA140378R/W Map No. 3780-255-D1W.O. No. W002512801Job No. 14100013Prop. No. 2

Line _____

THIS AGREEMENT, made this 25TH day of MARCH, 20 14,
 by and between GOBBLE SUPPORT SYSTEMS INCORPORATED,
 a corporation organized and existing under the laws of the State of VIRGINIA, herein called "Grantor",
 and APPALACHIAN POWER COMPANY, a Virginia corporation, herein called "Appalachian",
 WITNESSETH:

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

Being a right of way and easement on the property of the Grantors identified as ROANOKE County,
 Tax Parcel No. 061.13-04-13.03.0000

This easement extends in a northeasterly direction from
 Appalachian's existing POLE numbered 37800255D16247 to
 and including new POLE numbered 37800255D17779

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

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

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

THIS INSTRUMENT PREPARED BY AND UPON RECORDATION RETURN TO
 APPALACHIAN POWER COMPANY, P O BOX 2021, ROANOKE, VIRGINIA 24022

PG 0024 14 MAY 14 11:35

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

NOTICE TO LANDOWNER: You are conveying rights to a public service corporation. A public service corporation may have the right to obtain some or all of these rights through exercise of eminent domain. To the extent that any of the rights being conveyed are not subject to eminent domain, you have the right to choose not to convey those rights and you could not be compelled to do so. You have the right to negotiate compensation for any rights that you are voluntarily conveying.

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

GOBBLE SUPPORT SYSTEMS INCORPORATED

By: G. Patrick Gobble
Vice President

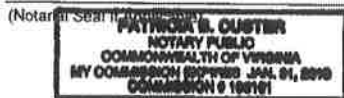
Attest: _____
Secretary

STATE OF VIRGINIA)
COUNTY OF Roanoke) To-wit:

The foregoing instrument was acknowledged before me this 11th day of

April, 20 14, by G. Patrick Gobble
Vice President, of GOBBLE SUPPORT SYSTEMS INCORPORATED
a VIRGINIA

Corporation, on behalf of the Corporation.



Patricia B. Custer

Notary Public / Commissioner

My Commission expires:

Jan 31, 2018

Notary Registration # - 138161

(For Va. Only)

CEH5027

INSTRUMENT #201404131
RECORDED IN THE CLERK'S OFFICE OF
ROANOKE COUNTY ON
MAY 14, 2014 AT 11:35AM

STEVEN A. MCGRAW, CLERK
RECORDED BY: FRS

GRW 32 - UG0H - VA - CORP (Tax ID) - OmniForm

Page 2
NOTARIZED
YAW TO THE

APPALACHIAN POWER COMPANY

Checked By: AVE Checked By: _____
Date: 4-16-14 Date: _____

BK 1328 PG 01331

DEL. COUNTY ATTORNEY

7705

STORM WATER DETENTION/RETENTION POND
MAINTENANCE AGREEMENT

THIS AGREEMENT entered into this 8 th day of December
19 87, by and between P-N-C (a NC General Partnership),
hereinafter referred to as the Developers, and the BOARD OF
SUPERVISORS OF ROANOKE COUNTY, hereinafter referred to as County.

W I T N E S S E T H

WHEREAS, the Developer is in the process of developing a
certain parcel or tract of land in Roanoke County described as
follows:

Refer to easement Plat for P-N-C recorded in PB 12, Pg 162

WHEREAS, this tract of land is the site of a storm water
retention pond and/or percolation pond and accompanying structures.

NOW THEREFORE, be it covenanted and agreed by and between the
parties hereto that the maintenance of a certain storm water
retention pond and/or percolation pond which is shown on plans
dated November 24, 1987, prepared by T. P. Parker & Son,
and approved by Roanoke County, and as shown on plat attached
hereto and made a part of this agreement, and shall be provided for
as follows:

THAT the responsibilities and obligation for maintenance
thereof be, and it hereby is declared to be a perpetual covenant
running with the land described hereinabove. It is further
covenanted by the Developer that it will not at any time dedicate
the storm water retention pond and/or percolation pond or
structures to the public, to public use, or to Roanoke County nor
will it subdivide the hereinabove described property without the

BK 1328 PG 01332

Deed of Conveyance reciting that the proportionate share of the above described covenant of maintenance runs with each subdivided part of the original tract of land.

The parties hereto agree that maintenance is deemed to include, but not limited to, keeping grass and weeds in the basin cut according to County Ordinances, keeping emergency spillways clear and functional with an unobstructed outlet from these spillways leading to a natural watercourse and keeping natural or manmade debris removed from this pond as needed along with other sediment and foreign matter, to eliminate sedimentation from occurring in the pond; and further, that the bottom of the percolation pond will be scarified to a depth of one foot every two calendar years after the accumulated sediment has been removed from the bottom of the percolation pond; and

FURTHER, the parties hereto agree that the determination of when maintenance is required on the retention pond or percolation pond referred to herein shall be made by the Roanoke County's Division of Engineering office. If such work as required by the Director of Engineering is not completed within a reasonable period of time, not to exceed ninety days from written notice by certified mail being given to the owner of the property that such maintenance is necessary, then the Assistant County Administrator of Community Services and Development will cause such work to be completed as is deemed necessary and any charges for such will be deemed to be a lien against the property herein described above, the enforcement of which will be as made for and provided by law.

BK1328 P6 01333

It is expressly understood by the parties hereto that the County of Roanoke is in no way responsible for any maintenance of the storm water retention and/or percolation pond nor of any related structure nor is the County responsible for any damage to property and/or persons which occur as a result of the construction of usage of this storm water retention pond and/or percolation pond or which occur from the County causing any of the required maintenance to be completed.

IN WITNESS of all which the parties hereto have caused this agreement to be executed on their behalf.

Legal Names and Addresses:

By: Thomas S. [Signature] as Partner
Duly authorized officer Title

on behalf of: P.N.C. Partnership
Principal

a: N.C.
State of Incorporation
General Partnership
Type of Organization

Address: 3640 ONE FIRST UNION CORP
City: CHARLOTTE State: NC Zip: 28202
Phone: (704) 3430950 IRS ID#: 56-1443827

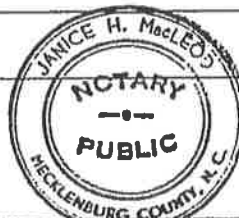
State of: North Carolina
County/City of: Mecklenburg, to wit:

The foregoing instrument was acknowledged before me this:
23rd day of July, 19 90,

By: [Signature] as Partner
Duly authorized officer Title

Janice H. MacLeod
Notary Public

My Commission expires: April 5, 1994



BK 1328 PG 01334

Accepted:
BOARD OF SUPERVISORS OF ROANOKE
COUNTY, VIRGINIA

Elmer Hodge
County Administrator

APPROVED AS TO FORM
W. H. Hoffman, Esq.

Acknowledgement

State of: VIRGINIA _____:
County/City of: ROANOKE _____, to wit:

The foregoing instrument was acknowledged before me this:
30th day of JULY, 19 90,

By: Elmer C. Hodge as County Administrator
Duly authorized officer Title

Mary E. Nicks
Notary Public

My Commission expires: April 1, 1991

Deed of Trust

State Tax	(039)	\$	_____
County Tax	(213)	\$	_____
Clerk's Fee	(301)	\$	<u>12.00</u>
VSLF	(145)	\$	<u>1.00</u>
Total		\$	<u>13.00</u>

In the Clerk's Office of the Circuit Court for the
County of Roanoke, Va., this 14 day of
August, 19 90 this instrument was
presented, and with the certificate of acknowledgement
thereto annexed, admitted to record at 10:36
o'clock PM,
Tested: Charles H. Stidgen, Clerk
By: Charles H. Stidgen, Dep. Clerk

BK 1326 P 6 00259

DEL. WETHERINGTON LAW FIRM

6073

THIS DEED OF DEDICATION, made this the 16th day of February, 1990, by and between P-N-C, a North Carolina general partnership, Grantor, and the CITY OF ROANOKE, VIRGINIA, a municipal corporation organized under the laws of the Commonwealth of Virginia, Grantee.

WITNESSETH:

THAT, IN CONSIDERATION of the sum of ONE DOLLAR (\$1.00), cash in hand paid by Grantee to Grantor and other good and valuable consideration, the receipt of which is hereby acknowledged and the benefits to accrue to Grantor from Grantee's construction of public improvements with respect to Grantor's real estate, Grantor does hereby DONATE, GRANT, and DEDICATE to Grantee, with General Warranty and English Covenants of Title, a perpetual twenty-foot water line easement for the purpose of constructing and installing and thereafter maintaining, operating, relaying and, if necessary, replacing a water system with all necessary appurtenances thereto, and do hereby assign, transfer and set over any and all right, title and interest Grantor may have in and to the existing or future public water system facilities and all necessary appurtenances thereto, including, without limitation, water or pipelines, the twenty-foot easement being over and through the following described real estate lying in the Town of Vinton, County of Roanoke, Virginia and more particularly described as follows:

Wetherington
& Melchionna
ATTORNEYS AT LAW

The new 20' Water Transmission Line, as shown on the
Easement Plat for P-N-C, a North Carolina general

BK 1326 P6 00260

partnership, made by T. P. Parker & Son, Engineers-Surveyors-Planners and dated October 1989, which is attached and made a part of this Deed.

TOGETHER with the right of ingress and egress in and upon the above-described easement areas for any and all of the purposes aforesaid.

WITNESS the following signatures and seals:

P-N-C, a North Carolina
General Partnership

By: [Signature]

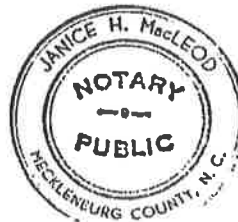
STATE OF ^{North Carolina} VIRGINIA)
County of ^{Mecklenburg} ROANOKE) TO-WIT:

The foregoing instrument was acknowledged before me this 22nd day of June, 1990, by Thomas F. Norman on behalf of P-N-C, a North Carolina general partnership.

Janice H. MacLeod
Notary Public

My commission expires:

April 5, 1994



DEED

State Tax \$ _____
County Tax \$ _____
Transfer Fee \$ _____
Clerk's Fee \$ 10.00
038 State \$ _____
220 Local \$ _____
Total \$ 10.00

In the Clerk's Office of the Circuit Court for the County of Roanoke, Va., this 22 day of June, 1990 this instrument was presented, and with the certificate of acknowledgment thereto annexed, admitted to record at 9:45 o'clock A.M. The taxes imposed by Par. 58.1-801 & 58.1-802 of the code have been paid.

Teste: [Signature] Clerk
By: [Signature] Dep. Clerk

Wetherington
& Melchiorra
ATTORNEYS AT LAW

CLERK'S MEMO: THIS DOCUMENT IS UNSUITABLE FOR
MICROPHOTOGRAPHIC REPRODUCTION.

1256

THIS DEED, made and entered in this 31st day of October, 1989, by and between the Town of Vinton, a Virginia Municipal Corporation, party of the first part, and P-N-C, a North Carolina general partnership, party of the second part, whose address is 230 South Tryon Street, Charlotte, North Carolina.

RECITALS:

1. On September 5, 1989 the Town Council of the Town of Vinton, Virginia, at a meeting duly held in the Council Chambers of the Vinton Municipal Building, conducted a public hearing on the petitions of P-N-C, a North Carolina general partnership, and Lake Drive Church of Christ to close, vacate and divide a proposed 40 foot right-of-way designated as Everlin Road which road would connect Virginia Primary Route 24 and Roop Street and which road would border a portion of the southerly boundary line of property owned by P-N-C and the northerly boundary line of property owned by Lake Drive Church of Christ all of which is more clearly detailed on a Plat prepared for Lat Purser & Associates, Inc. dated April 22, 1987, made by T. P. Parker & Son which Plat is recorded in the Circuit Court Clerk's Office of the County of Roanoke, Virginia in Plat Book 10, page 103.

2. Upon a thorough discussion and review of the petitioners' request for the abandonment of the proposed Everlin Road and for the division of the property comprising the proposed 40 foot right-of-way between the petitioners, the

BK 1318 PB 01336

Town Council of the Town of Vinton adopted and passed Ordinance Number 517 ordering the following actions: (i) that the proposed 40 foot right-of-way designated as Everlin Road be closed and vacated; (ii) that the proposed 40 foot right-of-way be divided into two 20 foot rights-of-way; and (iii) that the northerly 20 foot right-of-way portion of the property comprising the proposed Everlin Road be conveyed to P-N-C and that the southerly 20 foot right-of-way portion of the property comprising the said Everlin Road be conveyed to the Trustees of Lake Drive Church of Christ, all of which is more clearly detailed in the Vacation Plat and Survey for Lake Drive Church of Christ & Lat Purser & Associates, Inc. showing the closure and vacation of Everlin Road, dated September 7, 1989, prepared by T. P. Parker & Son and of record in the aforesaid Clerk's Office in Plat Book 11, page 200.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand, the receipt of which is hereby acknowledged by the party of the first part, the said party of the first part does hereby grant, bargain, sell, and convey with General Warranty and English Covenants of Title unto P-N-C, the following described tract or parcel of land, to-wit:

BEGINNING at a point marked by a set iron pin located on the westerly right-of-way line of Virginia Primary Route 24 which point is the south east corner of the property currently owned by P-N-C and which property is designated as Official Tax Number 61.17-01-16 as shown on the Plat for Lat Purser & Associates, Inc dated April 22, 1987 prepared by T. P. Parker & Son and recorded in the Clerk's Office of the Circuit Court of Roanoke County, Virginia in Plat Book 10, page 103; thence

Wetherington
& Melchiorra
ATTORNEYS AT LAW

BK 1318 PG 01339

continuing with said right-of-way line of Route 24, S. 19° 51' 33" W. 21.91 feet to a set iron pin; thence leaving the said right-of-way line of Route 24, S. 85° 45' 40" W. 416.47 feet to a set iron pin located in the easterly right-of-way line of Roop Street (40' R/W); thence continuing with said right-of-way line of Roop Street, N. 24° 05' 40" W. 21.26 feet to a set iron pin; thence N. 85° 45' 40" E. 432.64 feet to the place of BEGINNING, as shown on the Vacation Plat and Survey for Lake Drive Church of Christ & Lat Purser & Associates, Inc. showing the closure and vacation of Everlin Road dated September 7, 1989, prepared by T. P. Parker & Son of record in the aforesaid Clerk's Office in Plat Book 11, page 200.

The parties of the first part hereby reserve unto itself, its successors and assigns, a 10-foot public utility easement over a portion of the property herein conveyed as shown on the aforesaid Plat of record in Plat Book 11, page 200.

This conveyance is made subject, however, to all easements, restrictions and covenants of record that affect the property just hereinabove described.

IN WITNESS WHEREOF, the Town Council of the Town of Vinton, Virginia, pursuant to Ordinance No. 517 duly adopted September 5, 1989, has caused Charles R. Hill, Mayor of the Town of Vinton to affix his signature and seal hereto:

TOWN OF VINTON

By: Charles R. Hill (SEAL)
Charles R. Hill, Mayor

Attest:

Wetherington
& Melchiorra
ATTORNEYS AT LAW

Cardyn S. Ross
Clerk of Council

BK 1318 P6 01340

STATE OF VIRGINIA)

County OF Roanoke)

to-wit:

The foregoing instrument was acknowledged before me this
9th day of January, 1989, by Charles R. Hill,
Mayor of the Town of Vinton. 1990

[SEAL]

Notary Public

My Commission Expires:

JUNE 13, 1993

DEED

State Tax

\$ _____

County Tax

\$ _____

Transfer Fee

\$ _____

Clerk's Fee

\$ 10.00

038 State

\$ _____

220 Local

\$ _____

Total

\$ 10.00

In the Clerk's Office of the Circuit Court for the County
of Roanoke, Va., this 14 day of Feb. 1990 this
instrument was presented, and with the certificate of
acknowledgment thereto annexed, admitted to
record at 11:34 o'clock A.M. The taxes imposed
by Par. 59.1-801 & 59.1-802 of the code have been paid.

Teste: _____ Clerk
By: _____ Dep. Clerk

BK 1295 P8 01737

011360

Mailed
Appalachian Power Company
P. O. Box 2021
Roanoke, Va. 24022

GRW 32-UGOHD-AP (8-86) — CORPORATIONS

P N C Eas No. 42 R/W Map No. 3780-255-D3
W.O. No. 750-0011 Job No. 88-9120 Prop No. 2
Line River Park Shopping Center

THIS AGREEMENT, made this 8th day of August, 1988,

by and between P N C

a corporation organized and existing under the laws of the State of North Carolina

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

WITNESSETH:

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

Being shown on that certain Appalachian Drawing No. R-2430, dated August 3, 1988, entitled "Proposed Right of Way on Property of Lat Purser & Associates, Inc.", attached hereto and made a part hereof.

Said rights and easement being limited to shaded areas of various widths as shown on the aforementioned map, R-2430.

It is also understood and agreed by both parties that "Appalachian" shall have the rights to extend electric lines to future developments and/or to out parcels on the lands of said "River Park Shopping Center", with the approval of the "Grantor".

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

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

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

BK 1295 P0 01738

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

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

P N C
By Arthur M. Curme
General Partner
ATTEST: Steve J. Curme
Witness

STATE OF North Carolina)
COUNTY OF Mecklenburg) To-wit:
The foregoing instrument was acknowledged before me this 12th day of
September 19 88, by Geoffrey M. Curme
a NC general partner of PNC, of Lat Purser & Associates, Inc.
a North Carolina

My Commission expires:

Oct 3, 1990

Partnership
Corporation, or behalf of the Corporation:
Kimberly S. Giddens
Notary Public/Commissioner

(For W. Va. Only)

DECLARATION OF CONSIDERATION OF VALUE

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

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

APPALACHIAN POWER COMPANY

(For W. Va. Only)

THIS INSTRUMENT PREPARED

By _____

APPALACHIAN POWER CO.
ROANOKE REAL ESTATE OFFICE
Checked By NK Re-Checked By NK
Date 10-26-88 11-9-88

By Deed of Trust

State Tax \$ 1.15
County Tax \$ 0.05
Clerk's Fee \$ 10.00
Total \$ 11.20

In the Clerk's Office of the Circuit Court for the County of Roanoke, Va., this 21 day of Nov 1988 this instrument was presented, and with the certificate of acknowledgment thereto annexed, admitted to record at 11 o'clock A.M.

GRV 22-110045-AP (Page 2)

Teste: Carrie E. Beeson Clerk
By: Carrie E. Beeson Dep. Clerk

WASHINGTON AVE.

3760-255-D 123A

BK 1295 P 8 01739

WINN-DIXIE

REVCO

10' T T 15'-1

10' T T 15'

20' T T 20'

EVERLIN ROAD

ROANOKE CO. VA. TOWN OF VINTON T.D. 665030

DATE	EXTENSION
	APPALACHIAN POWER COMPANY ROANOKE VIRGINIA ROANOKE DIVISION T.D. DEPARTMENT
	PROPOSED RIGHT OF WAY ON PROPERTY OF LAT PURSER & ASSOCIATES, INC.
DRAWN BY J. E. W.	DATE 8-3-88
APP. BY J. B. A. III	SCALE 1" = 100'
SHEET 1 OF 1	SHEETS
DRAWING NO. R-2430	

SETBACKS 15'-45' 575' 575' 575' 575' 575'

BK 1290 P 6 00983

Mailed
C & P Telephone Co.
4843 Oakland Blvd., NE
Roanoke, Va. 24012

007944

42-103 - (10-86)

BURIED CABLE

Sheet 1 of 2

Received of THE CHESAPEAKE AND POTOMAC TELEPHONE COMPANY OF VIRGINIA One Dollar (\$1.00) in consideration of which the undersigned hereby grant and convey unto said Company, its successors, assigns, lessees and agents, a right of way and easement to construct, operate, maintain, replace and remove a communication system consisting of such buried cables, buried wires, posts, terminals, location markers, and other appurtenances, as the grantees may from time to time require, upon under, across, and over the land which the undersigned own or in which the undersigned have any interest; said land being located in the TOWN of VINTON, County of ROANOKE, and State of Virginia, and upon, under, along and over the roads, streets and highways adjoining the said land, together with the following rights: Of ingress and egress over, under and across the lands of the undersigned to and from said systems for the purpose of exercising the rights herein granted; to open and close fences, cut down and keep cut down all trees and undergrowth within 5 feet of said system; and to carry in said system the wires, cables, circuits and appurtenances of any other Company; including all electric wires. Said easement being located and described on said land as follows:

AS SHOWN ON PLAT WHICH IS ATTACHED HERETO
AND MADE A PART HEREOF.

The company will pay for damage to fences and growing crops arising from the construction and maintenance of the aforesaid system.

Witness 29 hand and seal this 29 day of July, 1988.

PNC A North Carolina Partnership
Jeffrey M. Curme, Partner (Seal)
Owner

(Seal)
Owner

North Carolina
State of Virginia, _____ of _____, To Wit:
I, Jan Shook, a Notary of the State of North
Carolina, in and for the _____ aforesaid, do hereby
certify that Jeffrey M. Curme, as Partner of PNC
whose name is _____ signed to the within writing bearing date on the 29
day of July, 1988 has acknowledged the same before me in my
presence and State aforesaid.

Given under my hand 29th this 29th day of July, 1988.
Jan Shook
Notary Public

MY COMMISSION EXPIRES APRIL 25, 1990

My commission expires _____ day of _____

Deed of Trust

State Tax

County Tax

Clerk's Fee

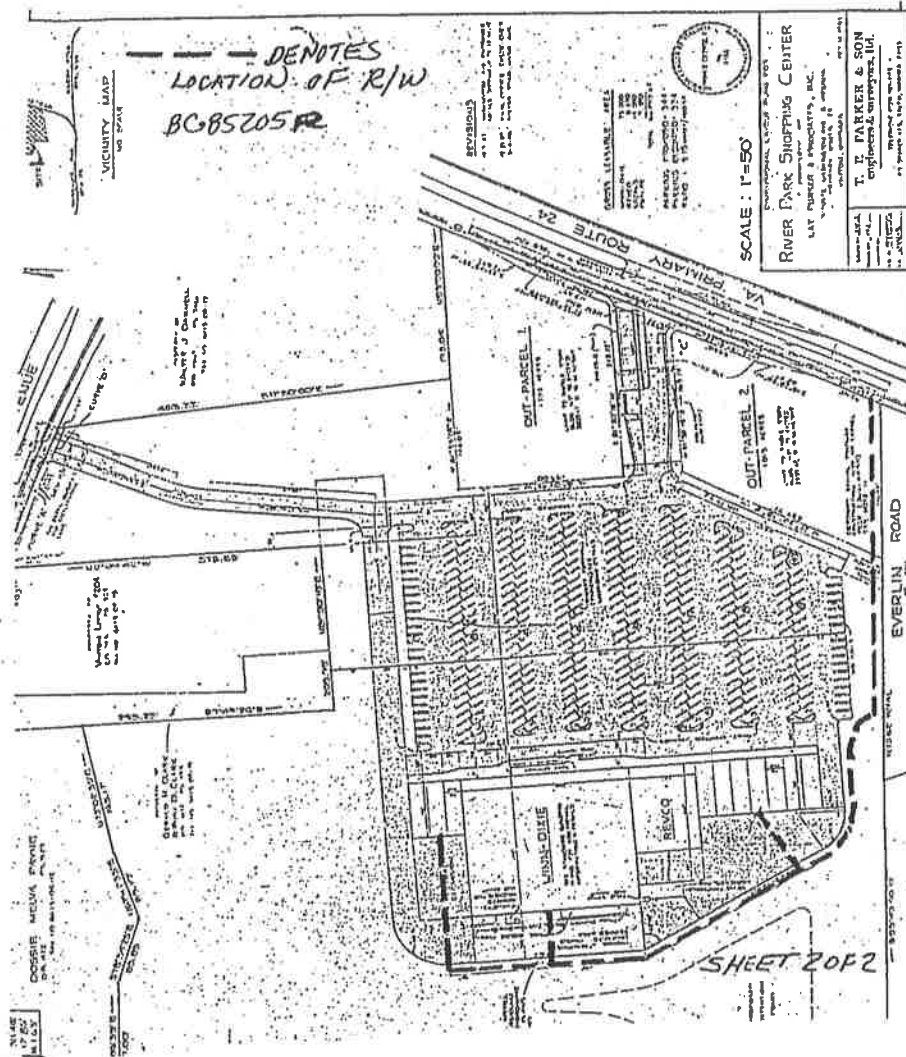
Total

\$ 1.15\$ 1.05\$ 10.00\$ 10.20

In the Clerk's Office of the Circuit Court for the County
of Roanoke, Va., this 15 day of August, 1988, this instrument
was presented, and with its certificate of acknowledgment
thereto annexed, admitted to record 4:10 o'clock P. M.

Teste: Charles E. Foster ClerkBy: Charles E. Foster Dep. Clerk

BK 1290 P6 00984



Recorded filed 5/29/73

2865

972 417

THIS DEED OF EASEMENT made and entered into this 16th day of May, 1973, by and between WILLIAM CAREY FIELDER and MARY W. FIELDER, individually and as husband and wife, sometimes hereinafter referred to as "Fielders", parties of the first part; and WALTER J. DARNELL, SR., and LELIA T. DARNELL, husband and wife, as tenants by the entirety with the right of survivorship, sometimes hereinafter referred to as "Darnells", parties of the second part.

W I T N E S S E T H

WHEREAS, the parties hereto own adjoining parcels of property situate in the County of Roanoke, Virginia; and

WHEREAS, the parties have installed, together, a sanitary sewer line from their dwellings northward over the property owned by the Fielders to State Route 24; and

WHEREAS, the Fielders wish for the Darnells to have record evidence of the fact that the said sewer line is for the use of the two separate parcels of real estate.

NOW, THEREFORE, IN CONSIDERATION of the premises and other good and valuable consideration, the said parties of the first part do hereby GRANT, CONVEY and TRANSFER unto the parties of the second part a non-exclusive perpetual easement 15 foot in width over the property hereinafter described for the purpose of maintaining, repairing and replacing a sanitary sewer line. The center line of said 15 foot wide easement is described as follows:

BOURBON, PENCE, COULTER,
VIAH & YOUNG
ATTORNEYS AT LAW
ROANOKE, VA.
SALEM, VA.

BEGINNING at a point on the southerly side of State Route 24, which point is an arc distance of 21.70 feet in a westerly direction from the point on State Route 24 which is also on the dividing line between the two parcels of property owned by the parties herein; thence leaving State Route 24 and proceeding southerly through the property of the parties of the first part S. 28° 56' E. 41.93 feet to a point; thence parallel with the property division line S. 12° 56' 10" E. 220.08 feet to a point, said line and easement being shown on the plat made by Raymond E. Robertson, Certified Land Surveyor, dated May 14, 1973, and attached hereto and made a part hereof.

TO HAVE AND TO HOLD said easement unto the parties of the second part, their successors, heirs and assigns but under the condition that the same be used for the maintenance, repair and replacement of a sanitary sewer line or lines and still further under the express condition that the parties of the second part, their heirs, assigns and successors in title, restore the roadway, lawn or other improvements to the condition in which they were found in the event it is necessary to excavate or disturb the property situate in the easement.

WITNESS the following signatures and seals:

William Carey Fielder (SEAL)
William Carey Fielder

Mary W. Fielder (SEAL)
Mary W. Fielder

STATE OF VIRGINIA)
CITY OF SALEM) To-wit:

The foregoing instrument was acknowledged before me this 16th day of May, 1973, by William Carey Fielder and Mary W. Fielder, husband and wife.

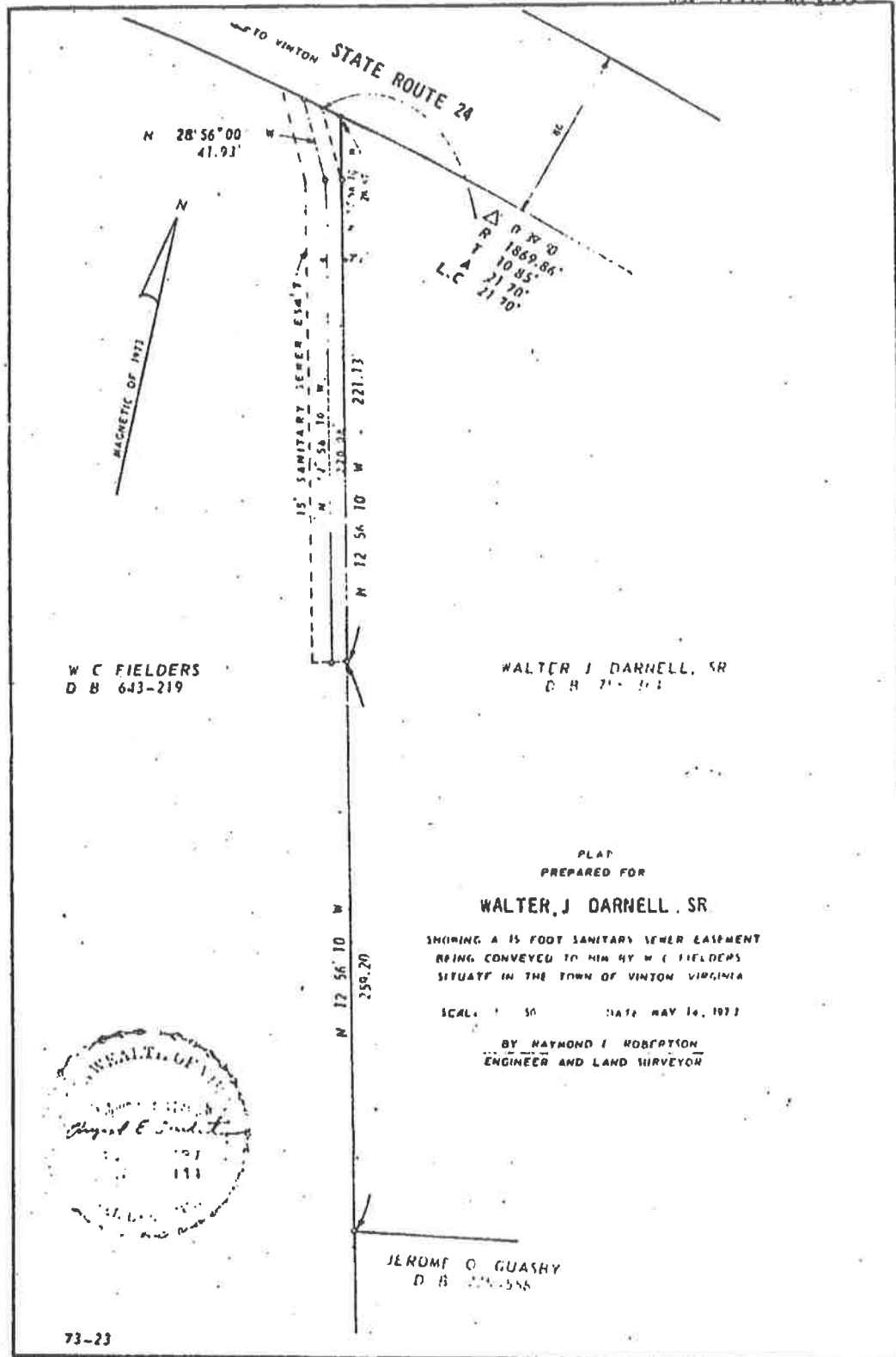
Brenda Rose Thigbt
Notary Public

My Commission Expires:

Dec 31, 1974

ROBERTSON, PENCE, COULTER,
VIAN & YOUNG
ATTORNEYS AT LAW
ROANOKE, VA.
SALEM, VA.

State Tax	\$.15	In the Clerk's Office of the Circuit Court for the County of Roanoke, Va. this
County Tax	\$.5	17 day of May 1973 this instrument was presented, and
Transfer Fee	\$	with the Certificate of acknowledgment thereto annexed, admitted to record at
Clerk's Fee	\$ 8.00	11:36 o'clock P.M. The taxes imposed by par. 58-54 and 58-54.1
Plats	\$ 2.00	of the code have been paid.
120 & 220A	\$	Tested: <u>Elizabeth H. Stokes</u> Clerk
Total	\$ 10.20	By: <u>Edith H. McLean</u> Dep. Clerk



CLERK'S MEMO: THIS DOCUMENT IS UNSUITABLE FOR
MICROPHOTOGRAPHIC REPRODUCTION.

1884

THIS DEED, made and entered into this 6th day of June, 1951, by and between ELIZA J. SMITH, in her own right and as the Daughter of T. I. Hamilton, and WILLIAM M. SMITH, her husband, parties of the first part, and ATTIE FAIRCHILD and VIOLA FAIRCHILD, husband and wife, parties of the second part, and ELLA BRADLEY HAMILTON, Widow, and ETTA HAMILTON COCKERHAN, Daughter, of T. I. Hamilton, parties of the third part:

W I T N E S S E T H:

THAT FOR and in consideration of the sum of SIX THOUSAND FIVE HUNDRED DOLLARS (\$6,500.00), cash in hand paid, receipt of which is hereby acknowledged, the said parties of the first part do hereby grant and convey, with covenants of GENERAL WARRANTY of title, unto the said Attie Fairchild and Viola Fairchild, husband and wife, as tenants by the entirety, with the right of survivorship as at common law and as recognized in Section 55-21 of the Code of Virginia of 1950, all that certain lot or parcel of land, lying and being in the County of Roanoke, Virginia, more particularly described as follows, to-wit:

BEGINNING at an iron pipe on the South side of Stewartsville Road (Virginia State Route No. 24), corner to the property of J. W. Payne heirs, formerly C. C. Thomas property; thence with the Southerly side of the Stewartsville Road S. 76° 8' E. 222.8 feet to a hub, corner to the property of E. O. Fielder; thence with the fence along the E. O. Fielder line S. 7° 5' E. 797.6 feet to a point; thence S. 75° 48' W. 21.7 feet to a point; thence S. 86° 18' W. 190.4 feet to a point; thence with a fence N. 6° 54' W. 868.8 feet to the place of BEGINNING, and containing 4.02 acres, more or less, according to survey showing the property of Attie Fairchild and Viola Fairchild dated the 26th day of May, 1951, made by C. B. Malcolm, S. C. E., and

BEING the same property conveyed to Eliza J. Smith by W. D. Poff and Elver J. Poff, his wife, by deed dated May 10, 1943, and recorded in Deed Book 305, page 401, of the records of the Clerk's Office of the Circuit Court for the County of Roanoke, Virginia.

TO HAVE AND TO HOLD unto the said Attie Fairchild and Viola Fairchild, husband and wife, as tenants by the entirety, the survivor taking the fee simple title, and his or her heirs and assigns forever, subject to easement retained in the following paragraph.

The parties of the first part reserve an easement over the existing drive along the western boundary of the property hereby conveyed extending from the vicinity of the house northward to the Stewartsville Road, same extending approximately 400 feet from the road, for the purpose of ingress and egress from the said Stewartsville Road to the property of T. I. Hamilton and Eliza H. Smith, said property acquired by them by deed recorded in Deed Book 219, page 349, of the records of the Clerk's Office aforesaid, and which said property lies immediately to the West of the property hereby conveyed.

AND in the further consideration of the sum of ONE DOLLAR (\$1.00), cash in hand paid parties of the first and third part by parties of the second part, receipt of which is hereby acknowledged, the said parties of the first and third part do hereby grant and convey unto the parties of the second part, their heirs and assigns, an easement giving them the right of ingress and egress over that portion of the existing drive which lies along the eastern boundary of the property conveyed to T. I. Hamilton and Eliza H. Smith by deed recorded in Deed Book 219, page 349, of the records of the Clerk's Office aforesaid, the remaining portion of said drive lying wholly within the boundary of the property hereinabove conveyed along its Western boundary, the same extending Southerly from the Stewartsville Road (Virginia State Route No. 24).

This conveyance is made expressly subject to all recorded conditions, reservations, easements and restrictions affecting title to the property herein conveyed.

The parties of the first part covenant that they have the right to convey said property first above described to the grantees; that the grantees shall have quiet and peaceable possession of said land free from all encumbrances; that they have done no act to encumber the same, and that they will execute such further assurances of title as may be requisite.

WITNESS the following signatures and seals:

Eliza J. Smith (SEAL)
Eliza J. Smith

William M. Smith (SEAL)
William M. Smith

Ella Bradley Hamilton (SEAL)
Ella Bradley Hamilton

Etta Hamilton Cokerhan (SEAL)
Etta Hamilton Cokerhan

STATE OF VIRGINIA,

CITY OF ROANOKE, to-wit:

I, H. S. Simon, a Notary Public in and for the City and State aforesaid, certify that Eliza J. Smith, in her own right and as the daughter of T. I. Hamilton, and William M. Smith, her husband, whose names are signed to the foregoing writing bearing date the 6th day of June, 1951, have this day personally appeared before me, in my City and State aforesaid, and acknowledged the same.

My Commission Expires: July 14, 1954

Given under my hand this 13th day of June, 1951.

H. S. Simon
Notary Public

STATE OF VIRGINIA,

CITY OF ROANOKE, to-wit:

I, Herman Simon, a Notary Public in and for the City and State aforesaid, certify that Ella Bradley Hamilton, Widow, and Etta Hamilton Cockerhan, Daughter, of T. I. Hamilton, whose names are signed to the foregoing writing bearing date the 6th day of June, 1951, have this day personally appeared before me, in my City and State aforesaid, and acknowledged the same.

My Commission Expires: July 14, 1954Given under my hand this 19th day of June, 1951.

Herman Simon
Notary Public

Plat \$ _____
Tax \$ 9.75
Fee \$ 3.75
Transfer \$ 1.00
Total \$ 14.50

In the Clerk's Office of the Circuit Court for the County of Roanoke, Va., this 22nd day of June 1951, this deed was presented, and with the date of acknowledgment thereto annexed, admitted to record at 1:15 o'clock P. M.

Having affixed thereto duly cancelled United States

Internal Revenue Stamps of the value of \$7.16Teste: Roy K Brown Clerk**Deed of Trust**

1885

~~This Deed~~ Made this the 20th day of June 1951, in their own right and by and between ATTIE FAIRCHILD AND VIOLA FAIRCHILD, as husband and wife, parties of the first part; JAMES P. HART and MORRIS L. MASINTER, TRUSTEES (either of whom may act) parties of the second part; and the SOUTHWEST VIRGINIA BUILDING SAVINGS & LOAN ASSOCIATION, INCORPORATED, party of the third part:

Witnesseth:

That the said parties of the first part do hereby grant, and convey with General Warranty of title unto the said parties of the second part all the following described real estate,

located in the County of Roanoke, Virginia, to-wit:

BEGINNING at an iron pipe on the South side of Stewartsville Road (Virginia State Route No. 24), corner to the property of J. W. Payne heirs, formerly C. C. Thomas property; thence with the Southerly side of the Stewartsville Road S. 76° 8' E. 222.8 feet to a hub, corner to the property of E. O. Fielder; thence with the fence along the E. O. Fielder line S. 7° 51' E. 797.6 feet to a point; thence S. 75° 48' W. 21.7 feet to a point; thence S. 86° 18' W. 190.4 feet to a point; thence with a fence N. 6° 54' W. 868.8 feet to the place of BEGINNING, and containing 4.02 acres, more or less, according to survey showing the property of Attie Fairchild and Viola Fairchild dated the 28th day of May, 1951, made by C. B. Malcolm, S. G. E., and BEING the same property conveyed to Attie Fairchild and Viola Fairchild, Husband and Wife, by Eliza J. Smith and William M. Smith, her husband, by deed dated June 6, 1951, and of record in the Clerk's Office of the Circuit Court for the County of Roanoke, Virginia.

#4664

Exam'd
mailed to
C & P Tel.
Co.
7/22/37

(\$.00) RECEIVED of The Chesapeake and Potomac Telephone Company of Virginia, Two Dollars in consideration of which I hereby grant unto said Company, its successors and assigns, the right to construct, operate and maintain a so called Anchor Guy on my property on Preston Road, known also as Washington St. in the Blue Ridge Heights Sub Division, east of Town of Vinton, which I own, or in which I have an interest in the District of Big Lick County of Roanoke and State of Virginia. Said sum is received in full payment of said rights.

The Company agrees to re-locate on said property its lines and fixtures to conform with future building improvements.

Witness my hand and seal this 15th day of February A. D. 1937 at Vinton, Va., R. F. D. —

Jerome Glasby (SEAL)

State of Virginia,
County of Roanoke, to-wit:

I, F. C. Whitehead a Notary Public for the State-at-Large, do certify that Jerome Glasby whose name is signed to the foregoing writing bearing date on the 15th day of February 1937, has acknowledged the same before me in my State aforesaid.

Given under my hand this 15th day of February, 1937.

F. C. Whitehead, Notary Public.

My commission expires on 9-6-1937.

In the Clerk's Office of the Circuit Court for the County of Roanoke, Va., this 13 day of July, 1937, this easement was presented, and with the Certificate of acknowledgment thereto annexed, admitted to record at 8:35 o'clock A. M.

Tax \$.18
Fee 1.30
\$1.48

Waste:

Roy K. Brown, Clerk.

247 / 211

\$.00 RECEIVED of The Chesapeake and Potomac Telephone Company of Virginia, Three Dollars, in consideration of which I hereby grant unto said Company, its successors and assigns, the right to construct, operate and maintain its lines of telephone and telegraph, including the necessary poles, cables, wires and fixtures upon, over and across the property which I own, or in which I have any interest, in the District of Cave Spring, County of Roanoke, and State of Virginia, and upon and along the roads, streets or highways adjoining the said property; to permit the attachment of the wires of any other Company or person; to trim any trees along said lines so as to keep the wires cleared at least (5') Five Feet with the further right to cut down all trees that interfere with, or which in falling might damage, said lines; to erect and set the necessary guy and brace poles and anchors and to attach thereto and to trees the necessary guy wires; said sum being received in full payment therefor.

Said line is to be located along and adjacent to State Highway No. 119, The Company agrees to relocate said poles on said property to conform with future building improvements
F. C. —

Witness my hand and seal this 2nd day of April, A. D. 1937.

W. B. Rasmake

(SEAL)

Exam'd
mailed to
C & P Tel.
Co.
7/20/37

State of Virginia,

County of Roanoke, to-wit:

I, F. C. Whitehead, a Notary Public of the State of Virginia in and for the County aforesaid, do hereby certify that W. B. Rasgick whose name is signed to the within writing bearing date on the 2nd day of April, 1937 has acknowledged the same before me in my County and State aforesaid.

Given under my hand this 2nd day of April, 1937.

F. C. Whitehead, Notary Public.
My commission expires Sept. 8, 1937.

In the Clerk's Office of the Circuit Court for the County of Roanoke, Va., this 13 day of July, 1937, this easement was presented, and with the Certificate of acknowledgment thereto annexed, admitted to record at 8:38 o'clock A. M.

law \$.12
fee 1.00
\$1.12

Teste:

Roy K. Brown, Clerk.

#4666

\$1.00 RECEIVED of The Chesapeake and Potomac Telephone Company of Virginia, One Dollar, in consideration of which I hereby grant unto said Company, its successors and assigns, the right to construct, operate and maintain its lines of telephone and telegraph, including the necessary poles, cables, wires and fixtures upon, over and across the property which I own, or in which I have any interest in the District of Cave Spring, County of Roanoke, and State of Virginia, and upon and along the roads, streets or highways adjoining the said property; to permit the attachment of the wires of any other Company or person; to trim any trees along said lines so as to keep the wires cleared at least five feet with the further right to cut down all trees that interfere with, or which in falling might damage, said lines; to erect and set the necessary guy and brace poles and anchors and to attach thereto and to trees the necessary guy wires; said sum being received in full payment therefor.

Said line is to be along and adjacent to state Highway No. 119.

F. C.

Witness my hand and seal this 11th day of March, A. D. 1937.

H. J. Jamison (SEAL)

State of Virginia

County of Roanoke, to-wit:

I, F. C. Whitehead, a Notary Public of the State of Virginia, in and for the County aforesaid, do hereby certify that H. J. Jamison whose name is signed to the within writing, bearing date on the 11th day of March, 1937 has acknowledged the same before me in my County and State aforesaid.

Given under my hand this 11th day of March, 1937.

F. C. Whitehead, Notary Public
My Commission expires Sept. 8, 1937.

*Exam'd
Mailed to
C. & P. Tel.
Co.
7/23/37*

Virginia Record Search

Roanoke County detail browse for Instrument Group(s):

Group From date To date

Searching Records for Names:

GOBBLE SUPPORT SYSTEMS INC

GOBBLE SUPPORT SYSTEMS INCORPORATED

Grantor : GOBBLE SUPPORT SYSTEMS INC

Instrument Group: LR

Instrument Number: 201600005 [2 image(s)] Recordation Date: 01/04/2016

Change: 0 Filing: 1 Instrument Type: CERTIFICATE OF RELEASE

Tax Map #: 061.13-04-13.03

Legal Description (Not Warranted): ORIG INST# 201400920

Names indexed on 201600005 for LR:

Name type Name

Grantee GOBBLE SUPPORT SYSTEMS INC

Grantor FIRST CITIZENS BANK & TRUST COMPANY

Grantor GOBBLE SUPPORT SYSTEMS INC

Grantee : GOBBLE SUPPORT SYSTEMS INC

Instrument Group: LR

Instrument Number: 201600005 [2 image(s)] Recordation Date: 01/04/2016

Change: 0 Filing: 1 Instrument Type: CERTIFICATE OF RELEASE

Tax Map #: 061.13-04-13.03

Legal Description (Not Warranted): ORIG INST# 201400920 ✓

Names indexed on 201600005 for LR:

Name type Name

Grantee GOBBLE SUPPORT SYSTEMS INC

Grantor FIRST CITIZENS BANK & TRUST COMPANY

Grantor GOBBLE SUPPORT SYSTEMS INC

Grantee : GOBBLE SUPPORT SYSTEMS INC

Instrument Group: LR

Instrument Number: 201600004 [3 image(s)] Recordation Date: 01/04/2016

Change: 0 Filing: 1 Instrument Type: CERTIFICATE OF SATISFACTION

Tax Map #: 061.13-04-13.03

Legal Description (Not Warranted): INST #2014-919
Names indexed on 201600004 for LR:

Name type Name

Grantee GOBBLE SUPPORT SYSTEMS INC
Grantor GOBBLE SUPPORT SYSTEMS INC
Grantor HUNTER, EDWIN P, TR

Grantor : GOBBLE SUPPORT SYSTEMS INC

Instrument Group: LR

Instrument Number: 201600004 [3 image(s)] Recordation Date: 01/04/2016
Change: 0 Filing: 1 Instrument Type: CERTIFICATE OF SATISFACTION
Tax Map #: 061.13-04-13.03

Legal Description (Not Warranted): INST #2014-919 ✓
Names indexed on 201600004 for LR:

Name type Name

Grantee GOBBLE SUPPORT SYSTEMS INC
Grantor GOBBLE SUPPORT SYSTEMS INC
Grantor HUNTER, EDWIN P, TR

Grantor : GOBBLE SUPPORT SYSTEMS INCORPORATED

Instrument Group: LR

Instrument Number: 201404131 [2 image(s)] Recordation Date: 05/14/2014
Change: 0 Filing: 1 Instrument Type: DEED OF EASEMENT-RIGHT OF WAY
Tax Map #: 061.13-04-13

d. 3/25/14

Legal Description (Not Warranted): VA140378 R/W MAP 3780-255-D1 WO NO W002512801 JOB 14100013
Names indexed on 201404131 for LR:

Name type Name

Grantee APPALACHIAN POWER COMPANY ✓
Grantor GOBBLE SUPPORT SYSTEMS INCORPORATED ✓

Grantor : GOBBLE SUPPORT SYSTEMS INC

Instrument Group: LR

Instrument Number: 201400920 [9 image(s)] Recordation Date: 01/31/2014
Change: 0 Filing: 1 Instrument Type: ASSIGNMENT OF LEASE/RENT
Tax Map #: 061.13-04-13.03

(12)

Legal Description (Not Warranted): ASGMT OF RENTS NEW PARCEL D (2.587 AC) EXH A-PG 292
Names indexed on 201400920 for LR:

Name type Name

Grantee FIRST CITIZENS BANK & TRUST COMPANY

Grantor GOBBLE SUPPORT SYSTEMS INC

Grantor : GOBBLE SUPPORT SYSTEMS INC

Instrument Group: LR

Instrument Number: 201400919 [15 image(s)] Recordation Date: 01/31/2014

Change: 0 Filing: 1 Instrument Type: DEED OF TRUST CREDIT LINE

Tax Map #: 061.13-04-13.03

Legal Description (Not Warranted): NEW PARCEL D (2.587 AC)

Names indexed on 201400919 for LR:

Name type Name

Grantee HUNTER, EDWIN P; TR

Grantor GOBBLE SUPPORT SYSTEMS INC

Grantee : GOBBLE SUPPORT SYSTEMS INC

Instrument Group: LR

Instrument Number: 201400918 [2 image(s)] Recordation Date: 01/31/2014

Change: 0 Filing: 1 Instrument Type: DEED OF GIFT

Tax Map #: 061.13-04-13.03

Legal Description (Not Warranted): NEW PARCEL D (2.587 AC) 105 KNOLL CT 24179

Names indexed on 201400918 for LR:

Name type Name

Grantee GOBBLE SUPPORT SYSTEMS INC ✓ 1a v-

Grantor GOBBLE, JENNIFER ✓

Grantor GOBBLE, PATRICK ✓

[New search](#)

201302937

TLW reciprocal easements
as set forth in Declaration of
Easements rec.

1452/1135

1453/804

Virginia Record Search

Roanoke County detail browse for Instrument Group(s):

Group From date To date

Searching Records for Names:

GOBBLE, JENNIFER

GOBBLE, PATRICK

Grantor : GOBBLE, PATRICK

Instrument Group: LR

Instrument Number: 201400918 [2 image(s)] Recordation Date: 01/31/2014

Change: 0 Filing: 1 Instrument Type: DEED OF GIFT

Tax Map #: 061.13-04-13.03

Legal Description (Not Warranted): NEW PARCEL D (2.587 AC) 105 KNOLL CT 24179
Names indexed on 201400918 for LR:

Name type Name

Grantee GOBBLE SUPPORT SYSTEMS INC

Grantor GOBBLE, JENNIFER

Grantor GOBBLE, PATRICK

Grantor : GOBBLE, JENNIFER

Instrument Group: LR

Instrument Number: 201400918 [2 image(s)] Recordation Date: 01/31/2014

Change: 0 Filing: 1 Instrument Type: DEED OF GIFT

Tax Map #: 061.13-04-13.03

Legal Description (Not Warranted): NEW PARCEL D (2.587 AC) 105 KNOLL CT 24179
Names indexed on 201400918 for LR:

Name type Name

Grantee GOBBLE SUPPORT SYSTEMS INC

Grantor GOBBLE, JENNIFER

Grantor GOBBLE, PATRICK

Grantee : GOBBLE, JENNIFER

Instrument Group: LR

Instrument Number: 201302937 [2 image(s)] Recordation Date: 03/06/2013

Change: 0 Filing: 1 Instrument Type: DEED OF BARGAIN AND SALE

Tax Map #: 61.13-04-13.03

Legal Description (Not Warranted): NEW PARCEL D (2.587 AC) 105 KNOLL CT 24179
Names indexed on 201302937 for LR:

Name type Name


Grantee GOBBLE, JENNIFER

Grantee GOBBLE, PATRICK

Grantor HOMETOWN BANK

Grantee : GOBBLE, PATRICK

Instrument Group: LR

Instrument Number: 201302937  Recordation Date: 03/06/2013

Change: 0 Filing: 1 Instrument Type: DEED OF BARGAIN AND SALE

Tax Map #: 61.13-04-13.03

Legal Description (Not Warranted): NEW PARCEL D (2.587 AC) 105 KNOLL CT 24179
Names indexed on 201302937 for LR:

Name type Name

Grantee GOBBLE, JENNIFER

Grantee GOBBLE, PATRICK

Grantor HOMETOWN BANK

[New search](#)

Primary Order Information

State VA
County / Town Roanoke
Order Type Commercial Refinance
Application No. 6289442
Application Date / Time 3/27/2017 12:38:04 PM
Contact User Name Bledsoe, Dana - danabledsoecr@gmail.com
Contact User Phone 540-767-1175
Company Name Century Title Services Inc.
Associated Company
Sales Rep
Production User (If opened internally)
Email Confirmation When Complete: dbledsoe@centuryroanoke.com
Brand Fidelity
Customer Reference No. CTS-08201
Additional Reference No.
BackTitle No.

Buyer / Borrower

Individual

First Name	Middle Name	Last Name	Status
------------	-------------	-----------	--------

Entity/ Estate / Trust

Entity / Estate / Trust(s)

Gobble Support Systems Inc.

Sale Price / Loan Information

Lender 1: BB&T Loan No. 1:

Loan Amount 1: \$

Lender 2: Loan No. 2:

Loan Amount 2: \$

Property Information

Street No 1120 ✓
City Vinton
Municipality
Condominium Name
Subdivision / Development Subd for P N C
Lot Parcel D containing 2.58 acres ✓
Section
Tax ID / Parcel No 61.13-04-13.03
New Construction No
Section 1/4
Last Deed Book 201400918
Plat / Condo Book
Recorded Lot
Plat Instrument Number
Certificate No

Street Name ByPass Road ✓

State VA
Zip Code 24179
Unit Number 1452 /
Building
Phase
Block
Township
Range
New Plat No
Vacant Land No
1/4 1/4 Section
Page
Page
Recorded Plat
Map No.
Torrens No
Abstract No

Request Product**Selected Product****Due Date**

Search Notes Only

4/5/2017 12:00:00 AM

Comments

Thanks!

TOV

2721887

693.21

Dec ✓

10,794.27 Dec ✓

8230646-88502031

2-17

185,400

804,900

990,300



Fidelity National Title
Insurance Company

Related Policy No. None

Name and Address of Title Insurance Company: **FIDELITY NATIONAL TITLE INSURANCE COMPANY, P.O. Box 45023, Jacksonville, FL 32232-5023**

OWNER'S POLICY OF TITLE INSURANCE

SCHEDULE A

File No.: **BR-13371MM / SW13-13087-FNT**

Policy No.: **8230646-88502031**

Address Reference: **0 Bypass Road, Vinton, VA 24179**

Amount of Insurance: **\$ 137,500.00**

Premium: **\$ 538.20**

Date of Policy: **March 6, 2013, at 1:13 pm or the date and time of recording, whichever is later**

1. Name of Insured:
Patrick Gobble and Jennifer Gobble
2. The estate or interest in the Land that is insured by this policy is:
Fee Simple
3. Title to the estate or interest covered by this Policy at the date hereof is vested in the insured:
By virtue of a deed from Hometown Bank, dated February 28, 2013, and recorded March 6, 2013, in the Circuit Court Clerk's Office for the County of Roanoke, Virginia,, as Instrument # 201302937.
4. The Land referred to in this policy is situate in the **County of Roanoke, Commonwealth of Virginia**, and is described as follows:
New Parcel D, containing 2.587 acres, more or less, as shown on plat of survey for P-N-C, a North Carolina General Partnership, Showing the Subdivision of a 19.807 Ac. Tract, dated July 19, 1994, prepared by T.P. Parker & Son, Engineers-Surveyors-Planners, recorded in the Clerk's Office of the Circuit Court for Roanoke County, Virginia, in Plat Book 16, page 185.
TOGETHER WITH the reciprocal easements as set forth in the Declaration of Easements and Restrictive Covenants, dated July 25, 1994, recorded in the aforesaid Clerk's Office in Deed Book 1452, page 1135, and amended in Deed Book 1453, page 864, and any future amendments thereto.

Countersigned:

Southwest Title Agency, L.L.C.
2404 Electric Road, Suite A
Roanoke, VA 24018

By: _____
Authorized Officer or Agent

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

Fidelity National Title Insurance Company



By:

ATTEST

President

Secretary





**SCHEDULE B
EXCEPTIONS FROM COVERAGE**

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

1. Those taxes and special assessments which become due and payable subsequent to the date of the policy.
2. Rights of others in and to the use of easement(s) conveyed as appurtenant to insured premises and as set forth in the description of Schedule A hereof.
3. Restrictions, terms, provisions, conditions, easements, liens, assessments, developer rights, options, rights of first refusal and reservations, if any, contained in Deed Book 1452, page 1135, and amended in Deed Book 1453, page 864, and in Instrument No. 201001612, and all subsequent amendments and/or supplementals thereto, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
4. Easement granted The Chesapeake and Potomac Telephone Company of Virginia by instrument recorded in Deed Book 247, page 211.
5. Easement granted The Chesapeake and Potomac Telephone Company of Virginia by instrument recorded in Deed Book 1290, page 983.
6. Easements set forth in Deed dated 6/6/1951, recorded in Deed Book 458, page 218. (*ingress/egress to Stewartsville Road/Route 24*)
7. Easement granted Walter J. Darnell, Sr. and Lelia T. Darnell by Instrument dated 5/16/1973, recorded in Deed Book 972, page 417. (*15 foot sanitary sewer easement*)
8. Easement granted Appalachian Power Company by instrument recorded in Deed Book 1295, page 1737.
9. Easement reserved by the Town of Vinton by Deed dated 10/31/1989, recorded in Deed Book 1318, page 1337. (*10 foot PUE*)
10. Easement granted the City of Roanoke, Virginia by instrument dated 2/16/1990, recorded in Deed Book 1326, page 259. (*water*)
11. Terms and conditions of Storm Water Detention/Retention Pond Maintenance Agreement dated 12/8/1987, recorded in Deed Book 1328, page 1331.
12. Fence does not coincide with the northerly property line of insured premises as shown on the recorded plat of subdivision.
13. 20 foot sanitary sewer easement located along the northerly portion of insured premises as shown on the recorded plat of subdivision.
14. 15 foot sanitary sewer easement located along the westerly portion and southerly portion of insured premises as shown on the recorded plat of subdivision.
15. Approximate location of old driveway easement (DB 458 PG 218) located on the easterly portion of insured premises as shown on the recorded plat of subdivision.
16. Rights of parties/tenants in possession and any and all unrecorded leases.
17. Easements or claims of easements not shown by the public records, boundary line disputes, overlaps, encroachments, and any matters not shown by the public records which would be disclosed by an accurate survey and inspection of the land described in Schedule A.



Fidelity National Title Insurance Company

OFAC Sanctions List Search

Search Date & Time: 4/3/2025 3:42 pm

Order No.: 25-42760-R

Property Address: 1120 Bypass Road, Roanoke County, Vinton, VA 24179

A search has been conducted against the Sanctions List administered by the Office of Foreign Assets Control ("OFAC") for the following party:

The search has returned the following results:

Business Name: Woltz & Associates, Inc.

****NO MATCH FOUND****

If a search of the OFAC SDN List results in a possible match with a name (or names) on the list, follow the instructions on the OFAC website regarding the due diligence steps which must be taken to determine a valid OFAC match. The due diligence steps can be accessed at:

<http://www.treasury.gov/resource-center/faqs/Sanctions/Pages/directions.aspx>

For more information:

OFAC Hotline is: (202) 622-2490.

OFAC Website: <http://www.treas.gov/offices/enforcement/ofac/>

[Click Here to read the OFAC Step By Step Guide](#)

FinCEN Hotline is: (866) 556-3974.

FinCEN Website: <http://www.fincen.gov/>

The information in this database was provided by the Office of Foreign Asset Control (OFAC) of the US Treasury Department.



Fidelity National Title Insurance Company



Fidelity National Title Insurance Company

OFAC Sanctions List Search

Search Date & Time: 4/3/2025 3:42 pm

Order No.: 25-42760-R

Property Address: 1120 Bypass Road, Roanoke County, Vinton, VA 24179

A search has been conducted against the Sanctions List administered by the Office of Foreign Assets Control ("OFAC") for the following party:

The search has returned the following results:

Business Name: Gobble Support Systems Inc

****NO MATCH FOUND****

If a search of the OFAC SDN List results in a possible match with a name (or names) on the list, follow the instructions on the OFAC website regarding the due diligence steps which must be taken to determine a valid OFAC match. The due diligence steps can be accessed at:

<http://www.treasury.gov/resource-center/faqs/Sanctions/Pages/directions.aspx>

For more information:

OFAC Hotline is: (202) 622-2490.

OFAC Website: <http://www.treas.gov/offices/enforcement/ofac/>

[Click Here to read the OFAC Step By Step Guide](#)

FinCEN Hotline is: (866) 556-3974.

FinCEN Website: <http://www.fincen.gov/>

The information in this database was provided by the Office of Foreign Asset Control (OFAC) of the US Treasury Department.