

WAKE COUNTY, NC 188  
LAURA M RIDDICK  
REGISTER OF DEEDS  
PRESENTED & RECORDED ON  
07/17/2009 AT 11:52:59

BOOK:013629 PAGE:00336 - 00344

Prepared by and mail after recording to:

Leon M. Killian, III.  
Nelson Mullins Riley & Scarborough LLP  
4140 Parklake Avenue, Suite 200  
Raleigh, NC 27612

**WAKE COUNTY DEED OF TRUST  
ASSIGNMENT OF RENTS AND PROFITS AND SECURITY AGREEMENT**

(The collateral includes fixtures)

**THIS WAKE COUNTY DEED OF TRUST ASSIGNMENT OF RENTS AND PROFITS AND SECURITY AGREEMENT** (the "County Deed of Trust") made this 17th day of July 2009, by and between **WAKEFIELD MANOR, LLC**, a North Carolina limited liability company (hereinafter referred to as "Grantor" or "Borrower") and **LEON M. KILLIAN, III.** (hereinafter "Trustee") and the owner and holder of a promissory note, **THE COUNTY OF WAKE, NORTH CAROLINA**, a body corporate and politic located in the State of North Carolina (hereinafter "Beneficiary"); and

**WHEREAS**, Grantor is indebted to Beneficiary for money advanced and/or to be advanced pursuant to that certain County Loan Agreement dated July 17, 2009, between Grantor and Beneficiary (hereinafter called the "County Loan Agreement"), as evidenced by that County Note dated July 17, 2009, by Grantor in the principal amount of **Five Hundred Eighty Five Thousand and No/100 Dollars (\$585,000.00)** bearing interest and being payable as set forth therein (hereinafter called the "County Note"); and

**WHEREAS**, to induce Beneficiary to make said loan, Grantor agreed to execute this County Deed of Trust as security for the full and punctual payment of said County Note and of the indebtedness evidenced thereby and the interest thereon, and of any renewal, refinancing, extension, amendment, replacement or substitution of said County Note, and the full performance of all the provisions, agreements and covenants therein and herein contained and contained in the County Loan Documents; and

**WHEREAS**, this County Deed of Trust is given to secure present and/or future obligations of the Grantor as more particularly described below.

**NOW, THEREFORE**, in consideration of the debt and trust herein mentioned and created and in further consideration of the sum of One Dollar (\$1.00) paid by the Trustee to Grantor, receipt of which is hereby acknowledged, the Grantor has granted, bargained, sold, assigned, and conveyed and does by these presents grant, bargain, sell, assign, and convey unto the said Trustee, his heirs, successors and assigns, with power of sale, Interest, Improvements, Fixtures and Personality and Other Rights and Property (all of which are hereinafter sometimes referred to collectively as the "Project"), more particularly described as follows:

1. all that certain parcel of land more particularly described within Exhibit A attached hereto, together with any and all privileges and appurtenances thereto (the "Land"); and

2. all buildings, structures and other improvements of every nature whatsoever now or hereafter situated on the Land (the "Improvements"); and

3. all fixtures, equipment, general intangibles, inventory and personal property of every kind and nature whatsoever, now or hereafter owned by Grantor and/or located in, on, about or attached to the Improvements or used or intended to be used with or in connection with the use, operation, maintenance or enjoyment of the Improvements or relating or appertaining thereto, and all extensions, additions, improvements, betterments, renewals, replacements or proceeds (including, but not limited to, insurance and condemnation proceeds) of the foregoing, including, but not limited to, all goods, furniture, appliances, furnishings, apparatus, machinery, equipment, motors, fittings, ranges, refrigerators, awnings, shades, screens, blinds, carpeting, office equipment and other furnishings and all plumbing, heating, lighting, cooking, laundry, ventilating, refrigerating, incinerating, air conditioning and sprinkler equipment, telephone systems, television and television systems, computer systems and appurtenances thereto and all renewals or replacements thereof or articles in substitution thereof, all of which are hereby declared and shall be deemed to be accessions and a part of the Improvements as between the parties hereto and all persons claiming by, through or under them, and which shall be deemed to be a portion of the security for the indebtedness herein mentioned and to be covered by this County Deed of Trust (the "Fixtures and Personalty"); and

4. all articles of personal property (including software embedded therein) now owned or hereafter acquired by Grantor and attached to, placed upon for an indefinite term, or used in connection with the Land and/or Improvements, together with all goods and other property that are, or at any time become, so related to the Property that an interest in them arises under real estate law, or that are otherwise adjudged to be a "fixture" under applicable law (each a "Fixture," collectively "Fixtures"); and

5. all easements, rights-of-way, gores of land, utility vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances whatsoever, in any way belonging, relating to or appertaining to the Project, or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by the Grantor, and the reversion and reversions, remainder and remainders, and all Reserves, rents, issues, profits, revenues thereof (including, but not limited to, all condemnation payments, insurance proceeds, payments under leases and tenancies, sale proceeds, purchase deposits, tenant security deposits and escrow funds), and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of the Grantor of, in and to the same (the "Other Rights and Property").

**TO HAVE AND TO HOLD**, the Project, with all rights, privileges and appurtenances thereunto belonging to Trustee, upon the Trusts and for the uses and purposes hereinafter set out.

**GRANTOR COVENANTS** with Trustee and Beneficiary (and their respective heirs, successors, substitutes and assigns) as follows:

1. **County Note Payments.** Grantor shall make timely payments of principal and interest on the above-mentioned County Note in the amounts, in the manner, and at the place set forth therein. This County Deed of Trust secures payment of said County Note as well as any amounts advanced or paid by the County pursuant to any of the County Loan Documents, according to the terms of each, each of which are incorporated herein by reference.

2. **Taxes and Charges.** Grantor shall pay all taxes, charges and assessments which may become a lien upon the Project hereby conveyed before any penalty or interest accrues thereon and shall promptly deliver to Beneficiary official receipts evidencing payment thereof. Grantor shall pay all recording fees, filing fees and documentary stamp taxes associated with the recording of this County Deed of Trust and any modifications, extensions or amendments thereto.

3. **Insurance.** Grantor shall continually maintain insurance against loss by fire, hazards included in the term "extended coverage" and such other hazards including flood as Beneficiary may require in such a manner and in such companies as Beneficiary may from time to time require on the improvements now or hereafter located on the Project and shall promptly pay all premiums, therefore, when due.

4. **Care of Project.** Grantor will keep the Project in good order and repair and will not commit or permit any waste, deterioration, impairment or any other thing whereby the value of the Project might be impaired. Grantor will not remove or demolish any building or materially alter any part, or all, of the Project without the written consent of Beneficiary.

5. **Compliance with Laws.** Grantor shall promptly comply with any applicable legal requirements of the State of North Carolina or other governmental entity, agency or instrumentality relating to the use or condition of the Project.

6. **Condemnation Award.** Subject to First Mortgage Lender's and any other senior lender's rights to any condemnation award, any award for the taking of, or damages to, all or any part of the Project or any interest therein upon the lawful exercise of power of eminent domain shall be payable to Beneficiary who, after deducting its expenses, including attorneys' fees, may apply the sums so received to the portion of the interest or principal of the County Note hereby secured last falling due or in such other manner as Beneficiary may desire. Grantor agrees to execute such further assignments of any compensations, awards, damages, claims, rights of action and proceeds as Beneficiary may require.

7. **Insurance and Condemnation Proceeds.** Grantor further authorizes Beneficiary, at Beneficiary's option and in Beneficiary's sole discretion, subject to the rights of any senior lender, and regardless of whether there is any impairment of the Project in its option or sole discretion, (i) to apply the balance of such proceeds, or any portion of them, to pay or prepay some or all of the amounts due under the County Note in such order or proportion as Beneficiary may determine, or (ii) to hold the balance of such proceeds, or any portion of them, in an interest-bearing account to be used for the cost of reconstruction, repair or alteration of the Project, or (iii) to release the balance of such proceeds, or any portion of them, to Grantor. If the proceeds are held by Beneficiary to be used to reimburse Grantor for the costs of restoration and repair of the Project, the Project shall be restored to the equivalent of its original condition, or such other condition as Beneficiary may approve in writing. Beneficiary may, at Beneficiary's option, condition disbursement of the proceeds on Beneficiary's approval of such plans and specifications prepared by an architect satisfactory to Beneficiary, contractor's cost estimates, architect's certificates, waivers of liens, sworn statements of mechanics and materialmen, and such other evidence of costs, percentage of completion of construction, application of payments, and satisfaction of liens as Beneficiary may reasonably require.

8. **Payments by Beneficiary.** If Grantor shall be in default in the timely payment or performance of any obligation under this County Deed of Trust or the County Note or any of the County Loan Documents hereby secured, Beneficiary, at its option and without any obligation on its part to determine the validity or necessity thereof, may pay the sums for which Grantor is obligated. Further, Beneficiary, at its option, may advance, pay, or expend such sums as may be proper and necessary for the protection of the Project and the maintenance of this trust including but not limited to sums to satisfy taxes or other levies, and assessments, liens, and/or encumbrances, to maintain insurance (including title insurance), to make repairs, to provide security guards, or to intervene in any condemnation proceedings or foreclosures or other proceedings or disputes affecting the Project or as may otherwise be permitted by any of the County Loan Documents. Any amounts so advanced, paid or expended shall be deemed principal advances secured by this County Deed of Trust (even though when added to other advances the sum thereof may exceed the face amount of the County Note), shall bear interest from the time advanced, paid or expended at the rate prescribed in the County Note secured hereby and be secured by this County Deed of Trust and its payment enforced as if it were part of the original debt. Any sum expended, paid or advanced under this paragraph shall be at Beneficiary's sole option and shall not constitute a waiver of any default or right arising from the breach by Grantor of any covenant or agreement contained herein or in the County Note or any of the County Loan Documents.

9. **Rents and Profits.** Subject to rights of any senior lenders, Grantor hereby assigns to Beneficiary all leases, income, rents, issues and profits, including tenant security deposits (whether held by Grantor or others or in a trust account), from the Project as additional security for the payment of the indebtedness hereby secured and full performance of the undertakings of the Grantor hereunder. Subject to rights of any senior lenders, Beneficiary is given a prior and continuing lien thereon, and Grantor hereby appoints Beneficiary as its attorney-in-fact to collect such rents and profits with or without suit and apply the same (less expenses of collection) to said indebtedness and the performance of said undertakings in such manner as Beneficiary may desire. However, until default hereunder or under the County Note or any of the County Loan Documents secured hereby, Grantor may continue to collect and enjoy such rents and profits without accountability to Beneficiary, except as provided in the County Loan Agreement, the County Note and in the other County Loan Documents. This assignment shall be irrevocable and shall be in addition to other remedies herein provided for in Event of Default and may be put into effect by Beneficiary independently of or concurrently with any of said remedies.

10. **Substitute Trustees.** Beneficiary shall have the unqualified right to remove the Trustee and to appoint one or more substitute or successor Trustees by instruments filed for registration in the Office of the Register of Deeds where this County Deed of Trust is recorded. Any such removal or appointment may be made any time without notice, without specifying any reason therefor and without any court approval. Any such appointee shall become vested with title to the Project and with all rights, powers and duties conferred upon the Trustee herein in the same manner and to the same effect as though he were named herein as the original Trustee. The necessity of the Trustee herein named, or any successor in trust, making oath or giving bond is expressly waived.

11. **Attorneys' Fees.** In the event that Grantor shall default in its obligations hereunder and in the opinion of Trustee it becomes necessary or proper to employ an attorney to enforce compliance by Grantor with any of the provisions herein contained, or in the event the Trustee voluntarily or otherwise shall become a party to any suit or legal proceeding (including a proceeding conducted under the Bankruptcy Code) to protect the Project herein conveyed or to protect the lien of the County Deed of Trust, Grantor agrees to pay reasonable attorney's fees and all of the costs that may reasonably be incurred and such fees and costs shall be secured by this County Deed of Trust and its payment enforced as if it were a part of the County Note. Grantor shall be liable for such reasonable attorney's fees and costs of Trustee whether or not any suit or proceeding is commenced.

12. **Anti-Marshalling Provision.** Subject to rights of any senior lenders, the right is hereby given by Grantor to Trustee and Beneficiary to make a partial release or releases of security hereunder provided Grantor is not in default under the County Note or other County Loan Documents, (whether or not such releases are required by agreement among the parties) agreeable to Trustee and Beneficiary without notice to, or the consent, approval or agreement of other parties in interest, including junior lienors and purchasers subject to this lien, which partial release or releases shall not impair in any manner the validity of or priority of this County Deed of Trust on the Project remaining hereunder, subject to rights of any senior lenders. Notwithstanding the existence of any other security interests in the Project held by Beneficiary or by any other party, Beneficiary shall have the right to determine the order in which any, or all, of the Project shall be subjected to the remedies provided herein. Subject to rights of any senior lenders, Beneficiary shall have the right to determine the order in which any or all portions of the indebtedness secured hereby are satisfied from the proceeds realized upon the exercise of the remedies provided herein. Grantor, any party who consents to this or who has actual or constructive notice hereof, hereby waives any and all right to require the marshalling of assets in connection with the exercise of any of the remedies permitted by applicable law or provided herein.

13. **Notice to Grantor.** All notices required to be given to Grantor shall be mailed or delivered to Grantor at the address stated herein or such other address as given in writing to Beneficiary.

14. **Notice to Beneficiary.** All notices required to be given to Beneficiary by Grantor or any intervening lienor or encumbrancer shall be mailed or delivered to Beneficiary, at the address stated herein or at such other address given to Grantor in writing.

15. **Secondary Financing Prohibited.** Other than a deed of trust to secure a loan from CICCAR in the original principal amount of \$1,280,000.00, a deed of trust to secure a loan from the City of Raleigh in the original principal amount of \$1,400,000.00, and a deed of trust to secure a NCHFA State Tax Credit Loan in the original principal amount of \$824,360.00, Grantor may not pledge or encumber the Project herein conveyed without first obtaining Beneficiary's written consent. The loans from CICCAR and the City of Raleigh will be in first and second lien positions, respectively, and the Wake County deed of trust will be in a third lien position.

16. **Transfer of Project.** If all or any part of the Project or any interest therein is sold, leased or otherwise transferred by deed, land sales contract or any other means including the execution or enforcement of any lien, security interest or other right whether subordinate, superior or equal to this County Deed of Trust, without Beneficiary's prior written consent, Beneficiary may, at Beneficiary's option, declare all sums secured by this County Deed of Trust to be immediately due and payable.

17. **Uniform Commercial Code Security Agreement.** This County Deed of Trust constitutes a security agreement with respect to property referred to herein which may be subject to a security interest pursuant to the Uniform Commercial Code, and Grantor hereby grants Beneficiary a security interest in said property (and the proceeds thereof) included in the Project which might be deemed "personal property". If there is any conflict between this security agreement and another security agreement to Beneficiary, this security agreement will control as to fixtures and the other security agreement(s) will control as to non-fixtures. Grantor agrees that this County Deed of Trust is a financing statement filed as a fixture filing for the goods described herein which are or are to become fixtures. At Beneficiary's request, Grantor agrees to execute such other financing statements, extensions or amendments or other security agreements as Beneficiary may require to perfect a security interest with respect to the Project or other personal property. In the event of default, Beneficiary shall have, in addition to its other remedies, all rights and remedies provided for in the Uniform Commercial Code as enacted in North Carolina.

18. **Appointment of Receiver.** Beneficiary may immediately, after any default, under the terms and conditions of the County Deed of Trust, apply for the appointment of a Receiver of the rents, income and profits from said Project, without notice, and Beneficiary shall be entitled to the appointment of such Receiver as a matter of right, without consideration to the value of the Project as security for the amounts due or the solvency of any person or persons liable for the payment of such amounts.

19. **Use of Project.** Unless required by applicable law or unless Beneficiary has otherwise agreed in writing, Grantor shall not allow changes in the designated use of the Project as disclosed to Beneficiary at the time of the Loan. Grantor shall not initiate or acquiesce in a change in the zoning classification of the Project without Beneficiary's prior written consent.

20. **Affordability.** The Grantor shall develop Wakefield Manor Apartments, a ninety-six (96) unit apartment complex, as per the plans submitted to and approved by Wake County Housing and Community Revitalization Program ("HCR") and located in Wake Forest Township, Wake County, North Carolina. A total of ninety-six (96) residential apartment units shall be located on the Property ("Apartments"). Fifteen (15) Apartments shall be made available for rent by households with incomes at or below forty-percent (40%) of the Wake County area median income; twenty-four (24) Apartments shall be made available for rent by households with incomes at or below thirty-percent (30%) of the Wake County area median income as reported from time to time by the Department of Housing and Urban Development ("HUD"), or other reasonably equivalent data in the event such reports are no longer issued and shall be subject to compliance with the Program and the Program Regulations. Within the twenty-four (24) Apartments available for rent by households with incomes at or below thirty-percent (30%) of the Wake County area median income, ten (10) Apartments shall be set aside for households with a disability. The Permanent Financing Agreement entered into by Grantor on or about May 24, 2007, shall be in effect for the Period of Affordability, or until the end of twenty (20) calendar years from the initial date of occupancy. The Period of Affordability is the amount of time that the Grantor is to maintain the rental prices described in the final application for funding submitted to the Beneficiary. The Period of Affordability is determined by the Department of Housing and Urban Development ("HUD") based on the amount of the loan and as defined in accordance with 24 CFR 92.252(e), (the HOME regulations). For this loan, the Period of Affordability is twenty (20) years (new construction of rental housing, the minimum period of affordability is 20 years).

21. **Books and Records.** Grantor shall keep and maintain at all times at Grantor's address as set forth herein, or such other place as Beneficiary may approve in writing, complete and accurate books of accounts and records adequate to reflect correctly Grantor's financial condition and copies of all the written contracts, leases, rent schedules and other instruments which may affect the Project. Such books, records, contracts, leases and other instruments shall be subject to examination and inspection at any reasonable time by Beneficiary. Upon Beneficiary's request, Grantor shall furnish to Beneficiary within 120 days after the end of each fiscal year of Grantor, a balance sheet, a statement of income and expenses, and a statement of changes in financial position, each in reasonable detail and certified by Grantor and, if Beneficiary shall require, by an independent certified public accountant. If Grantor is an individual, Grantor shall furnish such financial information as Beneficiary may request in a form satisfactory to Beneficiary.

22. **Inspection.** Beneficiary may make or cause to be made reasonable entries upon and inspection of the Project and Grantor agrees to pay all costs incurred by Beneficiary in said inspection.

23. **Definitions.** The term "Grantor", as used herein, shall include all parties hereinabove named as Grantor, his heirs, legal representatives, successors and assigns, and subsequent owners of the Project hereby conveyed; the term "Beneficiary", as used herein, shall include any lawful owner or holder of the indebtedness secured hereby; the term "Trustee" shall include any subsequent or successor trustee or trustees hereunder; any other capitalized terms herein shall have the same meaning as set forth in the County Loan Agreement unless the context clearly implies otherwise; the singular as used herein shall include the plural; and the use of one gender shall include all genders.

24. **Remedies.** All remedies provided in this County Deed of Trust to Beneficiary are cumulative to any other right or remedy under this County Deed of Trust or, the County Loan Agreement or afforded by law or equity, and may be exercised concurrently, independently or successively and any costs, expenses or monetary rights (including rights of the Beneficiary to attorneys' fees) associated with the exercise of such remedy or remedies shall be secured by this County Deed of Trust in addition to all other obligations herein provided for.

25. **Non-Recourse Except as set forth in Indemnity Agreement between Grantor and Beneficiary.** The County Loan is intended to be non-recourse with the liabilities of Grantor under the County Loan being limited to the collateral pledged to secure the County Loan (which include without limitation, the Project and the Reserves) and, other than with respect to its interest in collateral pledged to secure the County Loan, no other assets shall be available to satisfy any liabilities arising out of, or in connection with the County Loan and, further no deficiency or other judgment shall be rendered or entered against Grantor by County, it being acknowledged by County that it shall look solely to the collateral pledged to secure the County Loan and Grantor's interest therein with respect to any recoveries for Grantor liabilities under this County Loan. It is the intention of the parties that this shall be a non-recourse loan.

Notwithstanding the foregoing, it is expressly understood and agreed that the aforesaid limitation on liability shall in no way affect or apply to the Grantor's continued liability for the payment, subject to rights of any senior lenders, to County of condemnation proceeds or hazard insurance proceeds which the Grantor may receive and to which the County is entitled pursuant to the terms of this County Deed of Trust, the County Security Agreement and any other County Loan Documents, and that the foregoing limitation shall not apply to any indemnities or guaranties, if any, which are delivered by any other person which by their terms provide the non-recourse limitations do not apply.

It is specifically understood and agreed that the Department of Housing and Community Revitalization and all other departments and divisions of Wake County, in the exercise of their governmental and police powers or by separate agreement or contract, may require or contract for actions, approvals or consents which are in addition to those provided herein, and that any such other contracts or agreements as well as the exercise of governmental and police powers, to the extent otherwise valid, are not hereby limited in any respect.

No agreement herein made by or on behalf of the County shall reduce or alter any requirement that the Grantor comply with any other contracts or agreements to which Grantor is a party or with any and all rules, regulations or laws of Wake County to the same extent as if the loan hereby made were made by a lender other than Wake County.

**BUT THIS CONVEYANCE IS MADE UPON THIS SPECIAL TRUST**, if the total amount of the debt, interest, advances and other sums secured hereby are paid in full in accordance with the terms of the above-mentioned County Promissory Note and each of the County Loan Documents and this County Deed of Trust, this conveyance shall be null and void and may be canceled of record at the request and cost of the Grantor and title shall revert as provided by law.

26. **Power of Sale.** If, however, there shall be a default in any of the terms and conditions of this County Deed of Trust, the County Promissory Note, County Loan Agreement, any of the County Loan Documents, any other instrument securing the County Promissory Note or any advance secured hereby, the Permanent Financing Agreement, all sums owing to Beneficiary thereunder regardless of maturity and without notice shall immediately become due and payable at the option of Beneficiary; and, on application of Beneficiary, Trustee shall foreclose this County Deed of Trust by Judicial Proceedings or at Beneficiary's election Trustee shall sell (and is hereby empowered to sell) the Project at public sale to the last and highest bidder for cash (free of any equity of redemption, homestead, dower, curtesy or other exemption, all of which are expressly waived by Grantor) after compliance with applicable North Carolina laws relating to foreclosure sales under power of sale and shall execute a conveyance to the successful purchaser at said sale.

Pursuant to the provisions of North Carolina General Statute 45-21.8, the Trustee or Trustees are hereby empowered to sell any parcel of the Project, whether or not, in the judgment of the Trustee or Trustees, the proceeds of the parcel sold will be sufficient to satisfy the County Promissory Note and any and all other obligations of Grantor to Beneficiary secured hereby, and this provision shall govern the sale or sales of the parcels of Project. The proceeds of the Sale shall, after the Trustee retains his commission, together with reasonable attorneys fees incurred by the Trustee in such proceedings, be applied to the costs of sale, including, but not limited to, costs of collection, taxes, assessments, costs of recording, service fees and incidental expenditures, the amount due on the County Promissory Note hereby secured and advancements and other sums expended by the Beneficiary according to the provisions hereof and otherwise as required by the then existing law relating to foreclosures.

The Trustee's commission shall be one percent (1%) of the gross sales price or the minimum sum of \$5,000.00 whichever is greater, for a completed foreclosure. In the event foreclosure is commenced, but not completed, the Grantor shall pay all expenses incurred by Trustee, including reasonable attorneys fees, and a partial commission computed on five per cent (5%) of the outstanding indebtedness or the above stated minimum sum, whichever is greater, in accordance with the following schedule, to-wit: one-fourth (¼) thereof before the Trustee issues a notice of hearing on the right to foreclosure; one-half (½) thereof after issuance of said notice, three-fourths (¾) thereof after such hearing; and the greater of the full commission or minimum sum after the initial sale. Beneficiary may bid and become the purchaser at any sale under this County Deed of Trust.

At any such sale, Trustee may at its election require the successful bidder immediately to deposit with Trustee cash or certified check in an amount equal to all or any part of the successful bid, and notice of any such requirement need not be included in the advertisement of the notice of such sale.

IN WITNESS WHEREOF, Borrower has executed this County Deed of Trust under seal the date first above written.

**BORROWER:**

**Wakefield Manor, LLC**, a North Carolina limited liability company

By: Wakefield Senior Housing, Inc.,  
its managing member

By: Natalie Connell (SEAL)  
Natalie Connell  
Vice President

Address for Grantor:  
Wakefield Manor, LLC  
113 South Wilmington Street  
Raleigh, NC 27601  
Attn.: \_\_\_\_\_

Address for Beneficiary:  
County of Wake  
PO Box 550  
Raleigh, NC 27602  
Attn: Community Development Director

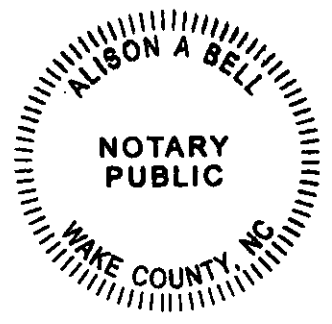
**STATE OF NORTH CAROLINA**  
**COUNTY OF WAKE**

I, the undersigned, a Notary Public for the state and county aforesaid, certify that Natalie Connell personally appeared before me this day and acknowledged that he/she is the Vice President of DHIC, Inc., a North Carolina corporation, managing member of Wakefield Manor, LLC, a North Carolina limited liability company and that he/she as Vice President, by the authority duly given and as the act of the corporation, executed the foregoing on behalf of the corporation. Witness my hand and official stamp or seal this the 17<sup>th</sup> day of July, 2009.

My commission expires:

My Commission Expires 11-18-2013

Alison A. Bell  
Notary Public My Commission Expires 11-18-2013  
Printed Name: Alison A. Bell



**EXHIBIT A**

**DESCRIPTION OF REAL PROPERTY**

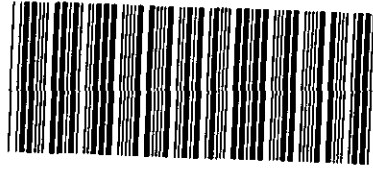
All that certain lot or parcel of land situated in Wake Forest Township, Wake County, North Carolina and more particularly described as follows:

THOSE certain premises comprising a portion of Wakefield Hills Condominium, said Condominium having been established under Chapter 47-C of the North Carolina General Statutes (North Carolina Condominium Act) and the Declaration of Condominium dated March 28, 2007 and recorded March 28, 2007, in Book 12466, Page 800, in the Office of the Register of Deeds of Wake County, North Carolina (the "Declaration"), the premises hereby conveyed being more particularly described as follows:

1. Unit Nos. 9 and 10 of Wakefield Hills Condominium (the "Units"), as described in the Declaration and as shown on the Plan of Condominium which is recorded in Condominium Map Book 2007, Page 430, Sheet A1, Wake County Registry;

2. The Units' Allocated Interest in all Common Elements of the Condominium, including the buildings and the improvements on the land described in the Declaration and shown on the Plan of Condominium referenced above.





BOOK:013629 PAGE:00336 - 00344

Yellow probate sheet is a vital part of your recorded document.  
Please retain with original document and submit for rerecording.



Wake County Register of Deeds  
Laura M. Riddick  
Register of Deeds

This Customer Group \_\_\_\_\_  
# of Time Stamps Needed

This Document \_\_\_\_\_  
New Time Stamp  
# of Pages ACB  
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WAKE COUNTY, NC 742  
LAURA M RIDDICK  
REGISTER OF DEEDS  
PRESENTED & RECORDED ON  
08/29/2008 AT 15:26:53

BOOK:013231 PAGE:00105 - 00119

Prepared by: E. Richard Jones, Jr., Attorney at Law

Return to: E. Richard Jones, Jr., Attorney at Law  
Box 118, Wake County Registry

NORTH CAROLINA  
WAKE COUNTY

DEED OF TRUST, SECURITY AGREEMENT AND  
ASSIGNMENT OF RENTS AND LEASES

THIS DEED OF TRUST, SECURITY AGREEMENT AND ASSIGNMENT OF RENTS AND LEASES (the "Deed of Trust") is made this day of 29<sup>th</sup> August, 2008, by and between WAKEFIELD AFFORDABLE HOUSING, LLC, a North Carolina limited liability company, (hereinafter referred to as "Grantor"), E. RICHARD JONES, JR., Trustee (hereinafter referred to as "Trustee"), and COUNTY OF WAKE, whose principal address is c/o Wake County Human Services, P. O. Box 550, Raleigh, N.C. 27602 (hereinafter referred to as "Beneficiary").

WITNESSETH:

WHEREAS, Grantor is indebted to Beneficiary for money loaned pursuant to a Permanent Financing Agreement pertaining to Wakefield Hills Apartments, Raleigh, Wake County, North Carolina, entered into by and between Grantor and Beneficiary (the "Permanent Financing Agreement"), the provisions of which are incorporated herein by reference as fully and to the same extent as if recited herein in full; and

WHEREAS, Grantor has executed and delivered to Beneficiary a Promissory Note of even date herewith in the principal sum of Three Hundred Thousand Dollars (\$300,000.00) (the "Note"), the final payment of which is due on August 31, 2028, or twenty (20) years from the first date of occupancy, whichever occurs later; and

WHEREAS, to induce the making of the loan secured hereby (the "Loan"), Grantor has agreed to secure the Note and the undertakings described in the Note, Permanent Financing Agreement, and this Deed of Trust (the "Loan Documents") by the conveyance of the premises hereinafter described.

NOW, THEREFORE, in consideration of the loan evidenced by the Note, Grantor hereby grants and conveys to Trustee, his successors and assigns, the following described premises located in Wake County, North Carolina, more particularly described on Exhibit A, attached hereto and made a part hereof, together with all improvements, fixtures, equipment and all other real and personal property of every kind and nature now or hereafter attached to or used in connection with the premises (hereinafter collectively referred to as "Premises").

TO HAVE AND TO HOLD the same with all privileges and appurtenances thereunto belonging to Trustee, his successors and assigns, upon the trusts and for the purposes hereinafter set out. Grantor covenants with Trustee that Grantor is seized of, and has the right to convey, the Premises, subject only to a 1<sup>st</sup> Deed of Trust to RBC Bank during the "construction phase" of the financing, and subject only to a 1<sup>st</sup> Deed of Trust to CICCAR or other similar financing and a 2<sup>nd</sup> Deed of Trust in favor of the City of Raleigh, North Carolina during the "permanent phase" of the financing; that the Premises are free and clear of all encumbrances, except those referred to in the various loan documents; and that Grantor will warrant and defend title to the Premises against the lawful claims of all persons whomsoever.

GRANTOR COVENANTS with Trustee and Beneficiary (and their respective heirs, successors and assigns) as follows:

1. Note Payments. Grantor shall make timely payments of principal and interest on the Note in the amounts and on the dates set forth in the payment schedule attached thereto. This Deed of Trust secures payment of the Note according to its terms, which are incorporated herein by reference.

2. Taxes. Grantor shall pay all taxes, charges and assessments which may become a lien upon the Premises hereby conveyed before any penalty or interest accrues thereon and shall promptly deliver to Beneficiary official receipts evidencing payment thereof. In the event of the passage after the date of this Deed of Trust of any law changing in any way the laws now in force for state or local taxation of mortgages, deeds of trust or debts secured thereby, or the manner of the collection of any such taxes, so as to affect this Deed of Trust, the whole principal sum secured by this Deed of Trust shall at the option of Beneficiary without notice become immediately due and payable.

3. Insurance. Unless waived in writing by Beneficiary, Grantor shall continually maintain insurance against loss by fire, with special causes of loss, and such other hazards as Beneficiary may require in such a manner and in such companies as Beneficiary may from time to time require on the improvements now or hereafter located on the Premises and shall promptly pay all premiums, therefor, when due, all as specified in the aforementioned Permanent Financing Agreement. All insurance policies and renewals thereof shall be held by Beneficiary and have attached thereto a loss payable clause in favor of and in a form acceptable to Beneficiary, and provide that no such policy can be canceled without ten days prior notice to Beneficiary. In the event of loss Grantor shall give immediate notice by mail to Beneficiary, who may make proof of loss. Each insurance company is hereby directed to make payment for such loss directly to Beneficiary (instead of to Grantor and Beneficiary jointly), and the insurance proceeds or any part thereof may be applied by Beneficiary at its option to the debt hereby secured or for the repair or restoration of the Premises. If the insurance proceeds are applied to the debt, it may be applied upon the portion last falling due or in such other manner as Beneficiary may desire. In the event of foreclosure of this Deed of Trust or other transfer of title to the Premises in extinguishment of the indebtedness secured hereby, all right, title and interest of Beneficiary in any such insurance policies then in force shall pass to the Grantee.

4. Repairs. Grantor will keep the Premises in good order and repair (reasonable wear and tear excepted) and will not commit or permit any waste or other loss whereby the value of the Premises might be impaired. Grantor shall not cut timber on the Premises nor sell the timber rights without the written consent of Beneficiary.

5. Compliance with Laws. Grantor shall promptly comply with any applicable legal requirements of the State of North Carolina or other governmental entity, agency or instrumentality relating to the use or condition of the Premises.

6. Condemnation Award. Any award for the taking of or damages to all or any part of the Premises or any interest therein upon the lawful exercise of power of eminent domain shall be payable to Beneficiary who may apply the sums so received to the portion of the debt hereby secured last falling due or in such other manner as Beneficiary may desire, subject to applicable law.

7. Payments by Beneficiary. If Grantor shall be in default in the timely payment or performance of any obligation under this Deed of Trust, the Permanent Financing Agreement or the Note, Beneficiary, at its option may pay the sums for which Grantor is obligated. Further, Beneficiary, at its option, may advance, pay or expend such sums as may be proper and necessary for the protection of the Premises and the maintenance of this trust including but not limited to sums to satisfy taxes or other levies, and assessments and/or liens, to maintain insurance (including title insurance), to make repairs and to provide security guards. Any amounts so advanced, paid or expended shall be deemed principal advances secured by this Deed of Trust (even though when added to other advances the sum thereof may exceed the face amount of the Note), shall bear interest from the time advanced, paid or expended at the rate prescribed in the Note and be secured by this Deed of Trust and its payment enforced as if it were a part of the original debt. Any sum expended, paid or advanced under this paragraph shall be at Beneficiary's sole option and shall not constitute a waiver of any default or right arising from the breach by Grantor of any covenant or agreement contained herein or in the Note or Permanent Financing Agreement.

8. Rents and Profits. Grantor hereby assigns to Beneficiary all rents and profits from the Premises as additional security for the payment of the indebtedness hereby secured and full performance of the undertakings of Grantor hereunder. Beneficiary is given a prior and continuing lien thereon, and Grantor hereby appoints Beneficiary or his attorney to collect such rents and profits with or without suit and apply the same (less expenses of collection) to the indebtedness secured hereby and the performance of the undertakings provided herein in such manner as Beneficiary may desire. However, until default hereunder or under the Note, Grantor may continue to collect and enjoy such rents and profits as provided in the loan documents. This assignment shall be irrevocable and shall be in addition to other remedies herein provided for in event of default and may be put into effect independently of or concurrently with any of said remedies.

9. Grantor's Continuing Obligation. At the option of Beneficiary, Grantor shall remain liable for full payment of the

principal and interest on the Note (or any advancement or obligation), notwithstanding any of the following:

- (a) the sale of all or part of the Premises;
- (b) the assumption by another party of the Grantor's obligations hereunder without written Wake County approval;
- (c) the forbearance or extension of time for payment or performance of any obligation hereunder, whether granted to Grantor or a subsequent owner of the Premises; and
- (d) the release of all or any part of the Premises securing said obligations or the release of any party who assumes payment of the same.

None of the foregoing shall in any way affect the full force and effect of the lien of this Deed of Trust or impair Beneficiary's right to a deficiency judgment (in the event of foreclosure) against Grantor or any party assuming the obligations hereunder.

10. Substitute Trustees. Beneficiary shall have the unqualified right to remove the Trustee and to appoint one or more substitute or successor trustees by instruments filed for registration in the Office of the Register of Deeds where this Deed of Trust is recorded. Any such removal or appointment may be made at any time without notice, without specifying any reason therefor and without any court approval. Any such appointee shall become vested with title to the Premises and with all rights, powers and duties conferred upon the Trustee herein in the same manner and to the same effect as though he were named herein as the original Trustee.

11. Late Charge. Late charges may be assessed by Beneficiary in accordance with the Note.

12. Attorney's Fees. In the event that Grantor shall default in its obligations hereunder and in the opinion of Beneficiary it becomes necessary or proper to employ an attorney to assist in the enforcement of collection of the indebtedness owed by Grantor to Beneficiary or to enforce compliance by Grantor with any of the provisions of the Permanent Financing Agreement or those herein contained, or in the event the Beneficiary or the Trustee voluntarily or otherwise shall become a party or parties to any suit or legal proceeding (including a proceeding conducted under the Bankruptcy Act) to protect the Premises herein conveyed, to protect the lien of this Deed of Trust, to enforce collection of the indebtedness owed by Grantor to Beneficiary, or to enforce compliance by Grantor with any of

the provisions of the Permanent Financing Agreement, the Note, or those herein contained, Grantor agrees to pay a reasonable attorney's fee and all of the costs that may reasonably be incurred and such fees and costs shall be secured by this Deed of Trust and its payment enforced as if it were a part of the original debt. Grantor shall be liable for such reasonable attorney's fees and costs whether or not any suit or proceeding is commenced; if suit is instituted by Beneficiary upon default to enforce collection of any unpaid balance of the Note, Grantor stipulates and agrees that the reasonable attorney's fees for which it is liable under this paragraph shall be deemed to be fifteen percent (15%) of the sum of the unpaid principal and all interest due thereon at the time suit is instituted.

13. Anti-Marshalling Provision. The right is hereby given by Grantor to Trustee and Beneficiary to make partial releases or releases of security hereunder (whether or not such releases are required by agreement among the parties) agreeable to Trustee and Beneficiary without notice to, or the consent, approval or agreement of other parties and interests, including junior lienors and purchasers subject to this lien, which partial release or releases shall not impair in any manner the validity of or priority of this Deed of Trust on the Premises remaining hereunder, nor release Grantor from personal liability for the indebtedness hereby secured. Notwithstanding the existence of any other security interests in the Premises held by Beneficiary or by any other party, Beneficiary shall have the right to determine the order in which any or all of the Premises shall be subjected to the remedies provided herein. Beneficiary shall have the right to determine the order in which any or all portions of the indebtedness secured hereby are satisfied from the proceeds realized upon the exercise of the remedies provided herein. Grantor and any party who consents to this who has actual or constructive notice hereof hereby waives any and all right to require the marshalling of assets in connection with the exercise of any of the remedies permitted by applicable law or provided herein.

14. Notice to Grantor. All notices required to be given to Grantor including the notice required to be served by North Carolina General Statute §45-21.16 shall be mailed to Grantor at the following address: DHIC, Inc., 113 S. Wilmington Street, Raleigh, NC 27601.

15. Notice to Beneficiary. All notices required to be given to Beneficiary by Grantor or by an intervening lienor or encumbrancer pursuant to North Carolina General Statute §45-70(b) shall be mailed to: County of Wake, Wake County Human Services, P. O. Box 550, Raleigh, NC 27602.

16. Secondary Financing Prohibited. Other than a deed of trust to secure a loan from CICCAR in the original principal amount of \$1,800,000, a deed of trust to secure a loan from the City of Raleigh in the original principal amount of \$1,200,000, a deed of trust to secure a NCHFA State Tax Credit Loan in the original principal amount of \$665,868 and a deed if trust to secure a loan from DHIC, Inc. in the original principal amount of \$540,000, Grantor may not pledge or encumber the Premises herein conveyed without first obtaining Beneficiary's written consent.

17. Transfer of Premises. If all or any part of the Premises or an interest therein is sold or transferred by Grantor without Beneficiary's prior written consent, Beneficiary may, at Beneficiary's option, declare all sums secured by this Deed of Trust to be immediately due and payable.

18. Uniform Commercial Code Security Agreement. This Deed of Trust is intended to be a security agreement with respect to items referred to herein which may be subject to a security interest pursuant to the Uniform Commercial Code, and Grantor hereby grants Beneficiary a security interest in said items. Grantor agrees that Beneficiary may file this Deed of Trust as a financing statement, or at Grantor's request agrees to execute such financing statements, extensions or amendments as Beneficiary may require to perfect a security interest with respect to said items. In the event of default, Beneficiary shall have, in addition to its other remedies, all rights and remedies provided for in the Uniform Commercial Code as enacted in North Carolina.

19. Acceleration in Case of Grantor's Insolvency. If Grantor shall voluntarily file a petition under the Federal Bankruptcy Act, as such Act may from time to time be amended, or under any similar or successor Federal statute relating to bankruptcy, insolvency, arrangements or reorganizations, or under any state bankruptcy or insolvency act, or file an answer in an involuntary proceeding admitting insolvency or inability to pay debts, or if Grantor shall fail to obtain a vacation or stay of involuntary proceedings brought for the reorganization, dissolution or liquidation of Grantor, or if Grantor shall be adjudged a bankrupt, or if a trustee or receiver shall be appointed for Grantor or Grantor's property, or if the property shall become subject to the jurisdiction of a Federal bankruptcy court or similar State court or if Grantor shall make an assignment for the benefit of Grantor's creditors, or if there is an attachment, execution of other judicial seizure of any portion of Grantor's assets and such seizure is not discharged within ten days, then Beneficiary may, at Beneficiary's option, declare all of the sums secured by this instrument to be immediately due and payable without prior notice to Grantor. Any attorney's fees and



other expenses incurred by Beneficiary in connection with Grantor's bankruptcy or any of the other aforesaid events shall be additional indebtedness of Grantor secured by this Deed of Trust pursuant to paragraph 13 hereof.

20. Events of Default. Any of the following shall constitute an "Event of Default" hereunder:

(a) the failure to make when due any payment described herein, whether of principal or interest under the Note, or otherwise;

(b) the failure of Grantor to perform any of the terms and conditions of the Note, Deed of Trust, Permanent Financing Agreement or any other document evidencing or securing the Loan;

(c) the death, dissolution, merger, consolidation or termination of existence of Grantor or any guarantor hereof;

(d) the application for the appointment of a receiver for any party hereto or the filing of a petition under any provisions of the Bankruptcy Code or Act by or against any party hereto, or any assignment for the benefit of creditors by or against any party hereto;

(e) the failure of any party to furnish from time to time, at Beneficiary's request, financial information with respect to such party; or

(f) the failure of any party hereto to perform any other obligation to Lender provided herein, in the Note or any other document or instrument evidencing or securing the Loan.

Upon any default in the payment of any installment of interest, principal, or any other sum when due under the Note, the entire principal sum evidenced by the Note and accrued but unpaid interest hereon may, at the sole option of Beneficiary, be declared at once due and payable, time being of the essence of this obligation. Failure of Beneficiary to exercise this option in the event of any such default or Event of Default shall not constitute a waiver of the right of Beneficiary to exercise the same in the event of a subsequent default or Event of Default.

21. Use of Premises. Unless required by applicable law or unless Beneficiary has otherwise agreed in writing, Grantor shall not allow changes in the use for which all or any part of the Premises was intended at the time this Deed of Trust was executed.

Grantor shall not initiate or acquiesce in a change in the zoning classification of the Premises without Beneficiary's prior written consent.

22. Affordability. The Grantor shall develop Wakefield Hills Apartments, an 80-unit apartment community, as per the plans submitted to and approved by Wake County Housing and Community Revitalization Program (HCR) and located at 10801 Commons Oaks, Raleigh, NC. At least 20 units are to be affordable to those whose income is 30% of the median family income or below, as determined by the U.S. Department of HUD annual income limits. The Permanent Financing Agreement shall be in effect for the period of affordability, or until the end of twenty (20) calendar years from the initial date of occupancy. The period of affordability is the amount of time that the Grantor is to maintain the rental prices described in the final application for funding submitted to the Beneficiary. The period of affordability is determined by Wake County HCR and is based on the amount of this loan. Failure to maintain affordability shall constitute an act of default and the entire unpaid balance shall at the option of the Beneficiary be declared at once due and payable.

23. Books and Records. Grantor will keep and maintain or will cause to be maintained at Grantor's expense and in accordance with generally accepted accounting principles, proper and accurate books, records and accounts reflecting all items of income and expense in connection with the operation of the Development and in connection with any services, materials, equipment or furnishings provided in connection with the construction of the improvements and in connection with the operation and use of the Development. Grantor will provide in a timely fashion and upon reasonable advance notice, such financial information in such form as the County may reasonably request to demonstrate compliance by Grantor with any low-income housing restrictions or to facilitate any periodic reporting that the County may be required to make as a part of the program of which this County Loan is part.

The Grantor shall allow the County to inspect all records pertaining to the Wakefield Hills Apartments at reasonable times during regular business hours. The Grantor also agrees that it will supply such financial records, information and verifications, as may be requested by the County. The Grantor will also allow the County access to any grounds and improvements of Wakefield Hills Apartments during normal business hours.

24. Inspection. Beneficiary may make or cause to be made reasonable entries upon and inspection of the Premises, provided that Beneficiary shall give Grantor notice prior to any such

inspection specifying reasonable cause therefor related to Beneficiary's interest in the Premises.

25. Application of Payments. All payments and other sums of money received by Beneficiary shall be applied by Beneficiary first to amounts due Beneficiary pursuant to paragraph 7 hereof, then late payment penalties, then to interest payable of the Note, then to the principal of the Note.

26. Environmental Issues. Grantor for itself, its successors and assigns represents, warrants and agrees that (a) neither Grantor nor any other person has used or installed any Hazardous Material (as hereinafter defined) on the Premises or received any notice from any governmental agency, entity or other person with regard to Hazardous Materials on, from or affecting the Premises; (b) neither Grantor nor any other person has violated any applicable Environmental Laws (as hereinafter defined) relating to or affecting the Premises; (c) the Premises are presently in compliance with all Environmental Laws; there are no circumstances presently existing upon or under the Premises, or relating to the Premises which may violate any applicable Environmental Laws, and there is not now pending, or threatened, any action, suit, investigation or proceeding against Grantor relating to the Premises (or against any other party relating to the Premises) seeking to enforce any right or remedy under any of the Environmental Laws; (d) the Premises shall be kept free of Hazardous Materials, and shall not be used to generate, manufacture, transport, treat, store, handle, dispose or process Hazardous Materials; (e) Grantor shall not cause nor permit the installation of Hazardous Materials in the Premises nor a release of Hazardous Materials on the Premises; (f) Grantor shall at all times comply with and ensure compliance by all other parties with all applicable Environmental Laws relating to or affecting the Premises and shall keep the Premises free and clear of any liens imposed pursuant to any applicable Environmental Laws; (g) the Grantor has obtained and will at all times continue to obtain and/or maintain all licenses, permits and/or other governmental or regulatory actions necessary to comply with Environmental Laws (the "Permits") and Grantor is in full compliance with the terms and provisions of the Permits and will continue to comply with the terms and provisions of the Permits; (h) Grantor shall immediately give the Beneficiary oral and written notice in the event that Grantor receives any notice from any governmental agency, entity, or any other party with regard to Hazardous Materials on, from or affecting the Premises and shall conduct and complete all investigations, sampling, and testing, and all remedial, removal, and other actions necessary to clean up and remove all Hazardous Materials on, from or affecting the Premises in accordance with all applicable Environmental Laws. Grantor hereby agrees to indemnify the

Beneficiary and hold the Beneficiary harmless from and against any and all losses, liabilities, damages, injuries (including, without limitation, attorneys' fees) and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against Beneficiary for, with respect to, or as a direct or indirect result of (a) the presence on, or under, or the escape, spillage, emission or release from the Premises of any Hazardous Material regardless of whether or not caused by or within the control of Grantor, (b) the violation of any Environmental Laws relating to or affecting the Premises, whether or not caused by or within the control of Grantor, (c) the failure by Grantor to comply fully with the terms and provisions of this paragraph, or (d) any warranty or representation made by Grantor in this paragraph being false or untrue in any material respect. For purposes of this Deed of Trust, "Hazardous Material" means and includes petroleum products, any flammable explosives, radioactive materials, asbestos or any material containing asbestos, and/or any hazardous, toxic or dangerous waste, substance or material defined as such in (or for the purpose of) the Environmental Laws. For the purposes of this Deed of Trust, "Environmental Laws" means the Comprehensive Environmental Response, Compensation and Liability Act, the Hazardous Materials Transportation Act, the Resource Conservation and Recovery Act, any "Super. Fund" or "Super Lien" law, or any other federal, state, or local law, regulation or decree regulating, relating to or imposing liability or standards of conduct concerning any petroleum products, any flammable explosives, radioactive materials, asbestos or any material containing asbestos, and/or hazardous, toxic or dangerous waste, substance or material, as may now or at any time hereafter be in effect. The obligations and liabilities of Grantor under this paragraph shall survive the foreclosure of the Deed of Trust, the delivery of a deed in lieu of foreclosure, the cancellation of the Note; or if otherwise expressly permitted in writing by the Beneficiary, the sale or alienation of any part of the Premises.

27. Appointment of a Receiver. Beneficiary shall have the absolute and unconditional right to apply for and to obtain the appointment of a receiver or similar official for all or a portion of the Premises, to among other things, manage and operate the Premises, or any part thereof, and to apply the net rents, issues, and profits therefrom to the payment of interest and principal of the Note and any other obligations of Grantor to Beneficiary hereunder. In the event of such application, Grantor consents to the appointment of such receiver or similar official and agrees that such receiver or similar official may be appointed without notice to Grantor, without regard to the adequacy of any security for the debt and without regard to the solvency of Grantor or any other person, firm or corporation who

or which may be liable for the payment of the Note or any other obligation of Grantor hereunder.

28. Definitions. As used herein the terms "Grantor", "Trustee", "Beneficiary" and other terms shall refer to the singular, plural, neuter, masculine and feminine as the context may require and shall include, be binding upon and inure to the benefit of their respective heirs, successors, legal representatives and assigns.

29. BUT THIS CONVEYANCE IS MADE UPON THIS SPECIAL TRUST: If the total amount of the debt, interest, advances and other sums secured hereby are paid in full in accordance with the terms of the Note and this Deed of Trust, this conveyance shall be null and void and may be canceled of record at the request and cost of Grantor. If, however, there shall be a default in any of the terms and conditions of this Deed of Trust, the Permanent Financing Agreement, or under the Note or any advance secured hereby, all sums owing to Beneficiary thereunder regardless of maturity and without notice shall immediately become due and payable at the option of Beneficiary; and, on application of Beneficiary, Trustee shall foreclose this Deed of Trust by judicial proceedings or, at Beneficiary's election, Trustee shall sell (and is hereby empowered to sell) the Premises at public sale to the last and highest bidder for cash (free of any equity of redemption, homestead, dower, curtesy or other exemption, all of which are expressively waived by Grantor) after compliance with applicable North Carolina laws relating to foreclosure sales under power of sale and shall execute a conveyance in fee simple to the successful purchaser at said sale. The proceeds of any such sale shall be applied in the manner and in the order prescribed by applicable North Carolina laws, it being agreed that the expenses of any such sale shall include a commission of five percent of the gross sales price to Trustee for making such sale and for all services performed by him hereunder. Beneficiary may bid and become the purchaser at any sale under this Deed of Trust. At any such sale Trustee may at its election require the successful bidder immediately to deposit with Trustee cash or certified check in an amount equal to all or any part of the successful bid, and notice of any such requirement need not be included in the advertisement of the notice of such sale.

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IN WITNESS WHEREOF, this Deed of Trust has been duly signed, sealed and delivered by Grantor the day and year first above written.

MAKER:  
WAKEFIELD AFFORDABLE HOUSING, LLC

By: Common Oaks Affordable Housing, Inc., its manager

By: Natalie Connell  
Vice President

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

I certify that the following person personally appeared before me this day, acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

Natalie Connell, as Vice President of Common Oaks Affordable Housing Inc., the Manager of Wakefield Affordable Housing LLC, a North Carolina limited liability company.

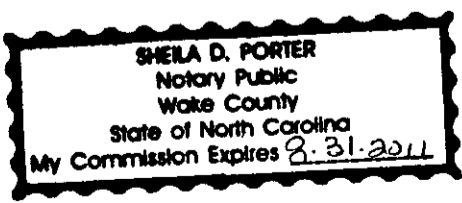
DATE: 8/28, 2008

Sheila D Porter  
Signature of Notary Public

Printed Name: Sheila D Porter

My Commission expires: 8-31-2011

[NOTARY PUBLIC STAMP OR SEAL]



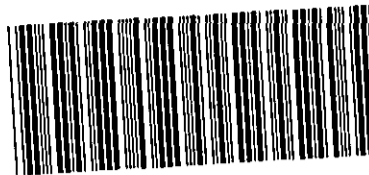
**EXHIBIT A**  
**Legal Description**

All that certain lot or parcel of land situated in Wake Forest Township, Wake County, North Carolina and more particularly described as follows:

THOSE certain premises comprising a portion of Wakefield Hills Condominium, said Condominium having been established under Chapter 47-C of the North Carolina General Statutes (North Carolina Condominium Act) and the Declaration of Condominium dated March 28, 2007 and recorded March 28, 2007, in Book 12466, Page 800, in the Office of the Register of Deeds of Wake County, North Carolina (the "Declaration"), the premises hereby conveyed being more particularly described as follows:

1. Unit Nos. 1, 2, 3, 4, 5, 6, 7 and 8 of Wakefield Hills Condominium (the "Units"), as described in the Declaration and as shown on the Plan of Condominium which is recorded in Condominium Map Book 2007, Page 430 A1, Wake County Registry (the "Condominium Plat").

2. The Units' Allocated Interest in all Common Elements of the Condominium, including the buildings and the improvements on the land described in the Declaration and shown on the Plan of Condominium referenced above.



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**Yellow probate sheet is a vital part of your recorded document.  
Please retain with original document and submit for rerecording.**



**Wake County Register of Deeds  
Laura M. Riddick  
Register of Deeds**

**This Customer Group**  
\_\_\_\_\_ # of Time Stamps Needed

**This Document**  
\_\_\_\_\_ New Time Stamp  
15 # of Pages