

WAKE COUNTY, NC 841
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
07/19/2005 AT 09:45:34

BOOK:011474 PAGE:01112 - 01117

NORTH CAROLINA DEED OF TRUST

SATISFACTION: The debt secured by the within Deed of Trust
together with the note(s) secured thereby has been satisfied in full.
This the _____ day of _____, 20____
Signed: _____

Parcel Identifier No. 0011813 Verified by _____ County on the _____ day of _____, 20____
By: _____

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

This instrument was prepared by: E. Richard Jones, Jr., Attorney at Law, P. O. Box 267, Raleigh, NC 27602

Brief description for the Index: LT 122, SUNNYSIDE COLONY

THIS DEED of TRUST made this 18th day of July, 2005, by and between:

GRANTOR	TRUSTEE	BENEFICIARY
Ezekiel Carrington and wife, Mary Carrington 2401 Sunny Lane Raleigh, NC 27603	E. Richard Jones, Jr., Attorney at Law P. O. Box 267 Raleigh, NC 27602	County of Wake c/o Wake County Human Services P. O. Box 550 Raleigh, NC 27602

Enter in appropriate block for each party: name address, and, if appropriate, character of entity, e.g. corporation or partnership

The designation Grantor, Trustee, and Beneficiary as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, That whereas the Grantor is indebted to the Beneficiary in the principal sum of --Ninety Seven Thousand Nine Hundred Fifty Nine and 00/100 ----- Dollars (\$ 97,959.00), as evidenced by a Promissory Note of even date herewith, the terms of which are incorporated herein by reference. The final due date for payments of said Promissory Note, if not sooner paid, is SEE ATTACHED, ~~20~~_____.

NC Bar Association Form No. L-5 © 1976, Revised © September 1985, 2002

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NOW, THEREFORE, as security for said indebtedness, advancements and other sums expended by Beneficiary pursuant to this Deed of Trust and costs of collection (including attorneys fees as provided in the Promissory Note) and other valuable consideration, the receipt of which is hereby acknowledged, the Grantor has bargained, sold, given and conveyed and does by these presents bargain, sell, give, grant and convey to said Trustee, his heirs, or successors, and assigns, the parcel(s) of land situated in the City of Raleigh, Panther Branch Township, Wake County, North Carolina, (the "Premises") and more particularly described as follows:

BEING all of Lot No. 122, Sunnyside Colony, as shown on a map recorded in Book of Maps 1959, Page 195, Wake County Registry.

TO HAVE AND TO HOLD said Premises with all privileges and appurtenances thereunto belonging, to said Trustee, his heirs, successors, and assigns forever, upon the trusts, terms and conditions, and for the uses hereinafter set forth.

If the Grantor shall pay the Note secured hereby in accordance with its terms, together with interest thereon, and any renewals or extensions thereof in whole or in part, all other sums secured hereby and shall comply with all of the covenants, terms and conditions of this Deed of Trust, then this conveyance shall be null and void and may be canceled of record at the request and the expense of the Grantor.

If, however, there shall be any default (a) in the payment of any sums due under the Note, this Deed of Trust or any other instrument securing the Note and such default is not cured within ten (10) days from the due date, or (b) if there shall be default in any of the other covenants, terms or conditions of the Note secured hereby, or any failure or neglect to comply with the covenants, terms or conditions contained in this Deed of Trust or any other instrument securing the Note and such default is not cured within fifteen (15) days after written notice, then and in any of such events, without further notice, it shall be lawful for and the duty of the Trustee, upon request of the Beneficiary, to sell the land herein conveyed at public auction for cash, after having first giving such notice of hearing as to commencement of foreclosure proceedings and obtained such findings or leave of court as may then be required by law and giving such notice and advertising the time and place of such sale in such manner as may then be provided by law, and upon such and any resales and upon compliance with the law then relating to foreclosure proceedings under power of sale to convey title to the purchaser in as full and ample manner as the Trustee is empowered. The Trustee shall be authorized to retain an attorney to represent him in such proceedings.

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 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 five percent (5%) of the gross proceeds of the sale or the minimum sum of \$ _____ 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.

And the said Grantor does hereby covenant and agree with the Trustee as follows:

1. **INSURANCE.** Grantor shall keep all improvements on said land, now or hereafter erected, constantly insured for the benefit of the Beneficiary against loss by fire, windstorm and such other casualties and contingencies, in such manner and in such companies and for such amounts, not less than that amount necessary to pay the sum secured by this Deed of Trust, and as may be satisfactory to the Beneficiary. Grantor shall purchase such insurance, pay all premiums therefor, and shall deliver to Beneficiary such policies along with evidence of premium payments as long as the Note secured hereby remains unpaid. If Grantor fails to purchase such insurance, pay premiums therefor or deliver said policies along with evidence of payment of premiums thereon, then Beneficiary, at his option, may purchase such insurance. Such amounts paid by Beneficiary shall be added to the principal of the Note secured by this Deed of Trust, and shall be due and payable upon demand of Beneficiary. All proceeds from any insurance so maintained shall at the option of Beneficiary be applied to the debt secured hereby and if payable in installments, applied in the inverse order of maturity of such installments or to the repair or reconstruction of any improvements located upon the Property.

2. **TAXES, ASSESSMENTS, CHARGES.** Grantor shall pay all taxes, assessments and charges as may be lawfully levied against said Premises within thirty (30) days after the same shall become due. In the event that Grantor fails to so pay all taxes, assessments and charges as herein required, then Beneficiary, at his option, may pay the same and the amounts so paid shall be added to the principal of the Note secured by this Deed of Trust, and shall be due and payable upon demand of Beneficiary.

3. **ASSIGNMENTS OF RENTS AND PROFITS.** Grantor assigns to Beneficiary, in the event of default, all rents and profits from the land and any improvements thereon, and authorizes Beneficiary to enter upon and take possession of such land and improvements, to rent same, at any reasonable rate of rent determined by Beneficiary, and after deducting from any such rents the cost of reletting and collection, to apply the remainder to the debt secured hereby.

4. **PARTIAL RELEASE.** Grantor shall not be entitled to the partial release of any of the above described property unless a specific provision providing therefor is included in this Deed of Trust. In the event a partial release provision is included in this Deed of Trust, Grantor must strictly comply with the terms thereof. Notwithstanding anything herein contained, Grantor shall not

not be entitled to any release of property unless Grantor is not in default and is in full compliance with all of the terms and provisions of the Note, this Deed of Trust, and any other instrument that may be securing said Note.

5. **WASTE.** The Grantor covenants that he will keep the Premises herein conveyed in as good order, repair and condition as they are now, reasonable wear and-tear excepted, and will comply with all governmental requirements respecting the Premises or their use, and that he will not commit or permit any waste.

6. **CONDEMNATION.** In the event that any or all of the Premises shall be condemned and taken under the power of eminent domain, Grantor shall give immediate written notice to Beneficiary and Beneficiary shall have the right to receive and collect all damages awarded by reason of such taking, and the right to such damages hereby is assigned to Beneficiary who shall have the discretion to apply the amount so received, or any part thereof, to the indebtedness due hereunder and if payable in installments, applied in the inverse order of maturity of such installments, or to any alteration, repair or restoration of the Premises by Grantor.

7. **WARRANTIES.** Grantor covenants with Trustee and Beneficiary that he is seized of the Premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that he will warrant and defend the title against the lawful claims of all persons whomsoever, except for the exceptions hereinafter stated. Title to the property hereinabove described is subject to the following exceptions:

Subject to easements and restriction of record, if any, and further subject to 2005 ad valorem taxes.

8. **SUBSTITUTION OF TRUSTEE.** Grantor and Trustee covenant and agree to and with Beneficiary that in case the said Trustee, or any successor trustee, shall die, become incapable of acting, renounce his trust, or for any reason the holder of the Note desires to replace said Trustee, then the holder may appoint, in writing, a trustee to take the place of the Trustee; and upon the probate and registration of the same, the trustee thus appointed shall succeed to all rights, powers and duties of the Trustee.

X

THE FOLLOWING PARAGRAPH, 9. SALE OF PREMISES, SHALL NOT APPLY UNLESS THE BLOCK TO THE LEFT MARGIN OF THIS SENTENCE IS MARKED AND/OR INITIALED.

9. **SALE OF PREMISES.** Grantor agrees that if the Premises or any part thereof or interest therein is sold, assigned, transferred, conveyed or otherwise alienated by Grantor, whether voluntarily or involuntarily or by operation of law [other than: (i) the creation of a lien or other encumbrance subordinate to this Deed of Trust which does not relate to a transfer of rights of occupancy in the Premises; (ii) the creation of a purchase money security interest for household appliances; (iii) a transfer by devise, descent, or operation of law on the death of a joint tenant or tenant by the entirety; (iv) the grant of a leasehold interest of three (3) years or less not containing an option to purchase; (v) a transfer to a relative resulting from the death of a Grantor; (vi) a transfer where the spouse or children of the Grantor become the owner of the Premises; (vii) a transfer resulting from a decree of a dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement, by which the spouse of the Grantor becomes an owner of the Premises; (viii) a transfer into an inter vivos trust in which the Grantor is and remains a beneficiary and which does not relate to a transfer of rights of occupancy in the Premises], without the prior written consent of Beneficiary, Beneficiary, at its own option, may declare the Note secured hereby and all other obligations hereunder to be forthwith due and payable. Any change in the legal or equitable title of the Premises or in the beneficial ownership of the Premises, including the sale, conveyance or disposition of a majority interest in the Grantor if a corporation or partnership, whether or not of record and whether or not for consideration, shall be deemed to be the transfer of an interest in the Premises.

10. **ADVANCEMENTS.** If Grantor shall fail to perform any of the covenants or obligations contained herein or in any other instrument given as additional security for the Note secured hereby, the Beneficiary may, but without obligation, make advances to perform such covenants or obligations, and all such sums so advanced shall be added to the principal sum, shall bear interest at the rate provided in the Note secured hereby for sums due after default and shall be due from Grantor on demand of the Beneficiary. No advancement or anything contained in this paragraph shall constitute a waiver by Beneficiary or prevent such failure to perform from constituting an event of default.

11. **INDEMNITY.** If any suit or proceeding be brought against the Trustee or Beneficiary or if any suit or proceeding be brought which may affect the value or title of the Premises, Grantor shall defend, indemnify and hold harmless and on demand reimburse Trustee or Beneficiary from any loss, cost, damage or expense and any sums expended by Trustee or Beneficiary shall bear interest as provided in the Note secured hereby for sums due after default and shall be due and payable on demand.

12. **WAIVERS.** Grantor waives all rights to require marshaling of assets by the Trustee or Beneficiary. No delay or omission of the Trustee or Beneficiary in the exercise of any right, power or remedy arising under the Note or this Deed of Trust shall be deemed a waiver of any default or acquiescence therein or shall impair or waive the exercise of such right, power or remedy by Trustee or Beneficiary at any other time.

13. **CIVIL ACTION.** In the event that the Trustee is named as a party to any civil action as Trustee in this Deed of Trust, the Trustee shall be entitled to employ an attorney at law, including himself if he is a licensed attorney, to represent him in said action and the reasonable attorney's fee of the Trustee in such action shall be paid by the Beneficiary and added to the principal of the Note secured by this Deed of Trust and bear interest at the rate provided in the Note for sums due after default.

14. **PRIOR LIENS.** Default under the terms of any instrument secured by a lien to which this Deed of Trust is subordinate shall constitute default hereunder.

15. **OTHER TERMS.**

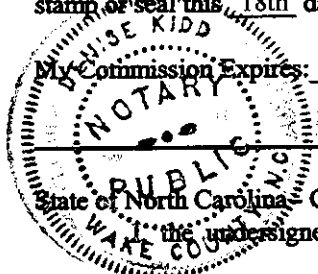
SEE ATTACHED FOR ADDITIONAL TERMS.

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

(Entity Name) Ezekiel Carrington (SEAL)
Ezekiel Carrington
By: _____ Mary Carrington (SEAL)
Title: _____ Mary Carrington
By: _____ (SEAL)
Title: _____
By: _____ (SEAL)
Title: _____

State of North Carolina - County of Wake

I, the undersigned Notary Public of the County and State aforesaid, certify that Ezekiel Carrington and wife, Mary Carrington personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this 18th day of July, 2005



My Commission Expires 12-11-2006

Denise Kidd
Notary Public

State of North Carolina - County of _____

I, the undersigned Notary Public of the County and State aforesaid, certify that _____ personally came before me this day and acknowledged that he is the _____ of _____, a North Carolina or _____ corporation/limited liability company/general partnership/limited partnership (strike through the inapplicable), and that by authority duly given and as the act of such entity, he signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal, this _____ day of _____, 20 .

My Commission Expires: _____

Notary Public

State of North Carolina - County of _____

I, the undersigned Notary Public of the County and State aforesaid, certify that _____

Witness my hand and Notarial stamp or seal, this _____ day of _____, 20 .

My Commission Expires: _____

Notary Public

The foregoing Certificate(s) of _____ is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

_____ Register of Deeds for _____ County

By: _____ Deputy/Assistant - Register of Deeds

ATTACHMENT

The indebtedness herein secured will be due and payable in full upon the happening of any of the following:

1. The death of Ezekiel Carrington and wife, Mary Carrington.
2. Any change in the ownership of the secured property.
3. In the event Ezekiel Carrington and wife, Mary Carrington no longer reside in the secured property.

This indebtedness may not be assumed or transferred without written permission of the Wake County Community Development Department.

"If all or any part of the subject property or an interest therein is sold or transferred by Grantor herein without the prior written consent of the County of Wake as exhibited by the written statement of the Chairman of the Wake County Board of Commissioners excluding (a) the creation of a lien or encumbrance - subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, ©) a transfer by devise, descent or by operation of law upon the death of a joint tenant or, (d) the grant of any leasehold interest of three years or less, not containing an option to purchase, the County of Wake may at its option declare all sums secured by this Deed of Trust to be immediately due and payable. The County of Wake shall have waived such option to accelerate if, prior to the sale or transfer, the County of Wake and the person to whom the property is to be sold or transferred reach agreement in writing to permit such sale or transfer."



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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

North Carolina – Wake County

The foregoing certificate of _____
Denise Kidel

____ Notary(ies) Public is (are) certified to be correct. This instrument
and this certificate are duly registered at the date and time and in the book and
page shown on the first page hereof.

Laura M. Riddick, Register of Deeds

By Frederick C. Bayman
Deputy
Assistant/Deputy Register of Deeds

This Customer Group

1 # of Time Stamps Needed

This Document

6 New Time Stamp

6 # of Pages

SATISFACTION: The debt evidenced by this Note has been satisfied in full this

_____ day of _____, _____

Signed: _____

PROMISSORY NOTE

\$ *****97,959.00

Raleigh, N. C.
Date July 18 2005

FOR VALUE RECEIVED the undersigned, jointly and severally, promise to pay to County of Wake
c/o Wake County Human Services

_____ or order,
the principal sum of --Ninety Seven Thousand Nine Hundred Fifty Nine and 00/100 --

DOLLARS (\$ *****97,959.00), with interest from July 22, 2005, at the rate of Zero

per cent (0.000 %) per annum on the unpaid balance until paid or until default, both principal and interest payable in lawful money of the United States of America, at the office of County of Wake c/o Wake County Human Services

P. O. Box 550, Raleigh, NC 27602

or at such place as the legal holder hereof may designate in writing. It is understood and agreed that additional amounts may be advanced by the holder hereof as provided in the instruments, if any, securing this Note and such advances will be added to the principal of this Note and will accrue interest at the above specified rate of interest from the date of advance until paid. The principal and interest shall be due and payable as follows:

The indebtedness herein secured will be due and payable in full upon the happening of any of the following:

1. The death of Ezekiel Carrington and wife, Mary Carrington.
2. Any change in the ownership of the secured property.
3. In the event Ezekiel Carrington and wife, Mary Carrington no longer reside in the secured property.

This indebtedness may not be assumed or transferred without written permission of the Wake County Community Development Department.

If not sooner paid, the entire remaining indebtedness shall be due and payable on **See Terms as Set Out Above**

If payable in installments, each such installment shall, unless otherwise provided, be applied first to payment of interest then accrued and due on the unpaid principal balance, with the remainder applied to the unpaid principal.

Unless otherwise provided, this Note may be prepaid in full or in part at any time without penalty or premium. Partial prepayments shall be applied to installments due in reverse order of their maturity.

In the event of (a) default in payment of any installment of principal or interest hereof as the same becomes due and such default is not cured within ten (10) days from the due date, or (b) default under the terms of any instrument securing this Note, and such default is not cured within fifteen (15) days after written notice to maker, then in either such event the holder may without further notice, declare the remainder of the principal sum, together with all interest accrued thereon and, the prepayment premium, if any, at once due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise the same at any other time. The unpaid principal of this Note and any part thereof, accrued interest and all other sums due under this Note and the Deed of Trust, if any, shall bear interest at the rate of Five per cent (5.0000 %) per annum after default until paid.

All parties to this Note, including maker and any sureties, endorsers, or guarantors hereby waive protest, presentment, notice of dishonor, and notice of acceleration of maturity and agree to continue to remain bound for the payment of principal, interest and all other sums due under this Note and the Deed of Trust notwithstanding any change or changes by way of release, surrender, exchange, modification or substitution of any security for this Note or by way of any extension or extensions of time for the payment of principal and interest; and all such parties waive all and every kind of notice of such change or changes and agree that the same may be made without notice or consent of any of them.

Upon default the holder of this Note may employ an attorney to enforce the holder's rights and remedies and the maker, principal, surety, guarantor and endorsers of this Note hereby agree to pay to the holder reasonable attorneys fees not exceeding a sum equal to fifteen percent (15%) of the outstanding balance owing on said Note, plus all other reasonable expenses incurred by the holder in exercising any of the holder's rights and remedies upon default. The rights and remedies of the holder as provided in this Note and any instrument securing this Note shall be cumulative and may be pursued singly, successively, or together against the property described in the Deed of Trust or any other funds, property or security held by the holder for payment or security, in the sole discretion of the holder. The failure to exercise any such right or remedy shall not be a waiver or release of such rights or remedies or the right to exercise any of them at another time.

This Note is to be governed and construed in accordance with the laws of the State of North Carolina.

This Note is given as an actual loan in the above amount, and is secured by a

Deed of Trust of even date herewith to E. Richard Jones, Jr., Trustee

_____ which is a first lien upon the property therein described.

IN TESTIMONY WHEREOF, each corporate maker has caused this instrument to be executed in its corporate name by its _____ President, attested by its

Secretary, and its corporate seal to be hereto affixed, all by order of its Board of Directors first duly given, the day and year first above written.

(Corporate Name)

By: _____

President

ATTEST: _____

Secretary (Corporate Seal)

(Corporate Name)

By: _____

President

ATTEST: _____

Secretary (Corporate Seal)

IN TESTIMONY WHEREOF, each individual maker has hereunto set his hand and adopted as his seal the word "SEAL" appearing beside his name, the day and year first above written.

Ezekiel Carrington (SEAL)
Ezekiel Carrington

Mary Carrington (SEAL)
Mary Carrington

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

Hold #118

WAKE COUNTY, NC 545
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
07/24/2006 AT 13:52:10

BOOK:012076 PAGE:00219 - 00222

North Carolina
Wake County

MODIFICATION AGREEMENT
DEFERRED PAYMENT LOAN

THIS MODIFICATION AGREEMENT (the "agreement"), is made and entered into as of the 1st day of March 2006, by and between Ezekiel & Mary B. Carrington, (hereinafter referred to as "Borrower"), E. Richard Jones (hereinafter referred to as "Trustee"), and Wake County (hereinafter referred to as "Lender");

WITNESSETH:

WHEREAS, Borrower has executed a Promissory Note dated July 18, 2005 and payable to Lender (the "Note") in the original principal amount of Ninety Seven Thousand Nine Hundred Fifty Nine and 00/100 Dollars 97,959.00) securing a loan from Lender to Borrower in the original principal amount of Ninety Seven Thousand Nine Hundred Fifty Nine and 00/100 Dollars (\$97,959.00). (the Loan");

WHEREAS, the Note is secured by a Deed of Trust dated the same day as the Note in the original principal amount of Ninety Seven Thousand Nine Hundred Fifty Nine and 00/100 Dollars (\$97,959.00) by and among Borrower, Lender and Trustee (the "Deed of Trust") encumbering certain real property in Wake County, North Carolina as described therein (the "Property") and recorded in Book 011474, Page 01112-01117, Wake County Registry;

WHEREAS, Borrower and Lender desire to modify the Note and Deed of Trust to, among other things, increase the principal amount of the loan to One Hundred Thousand Thirty Dollars and 00/100 Dollars (\$100,030.00), and to revise the payment schedule in conformity with the increased loan amount.

NOW, THEREFORE, for and in consideration of \$1.00 cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree to follows:

1. Definition of Terms: All capitalized terms contained herein and not otherwise defined shall be defined as provided in the Note and Deed of Trust.
2. The maximum principal amount of the loan evidenced by the Note and secured by the Deed of Trust, including present and future advances, is increased to One Hundred Thousand Thirty Dollars and 00/100 Dollars (\$100,030.00)
3. Expenses for Modification. Borrower acknowledges and agrees that it shall pay the expenses incurred by Lender in connection with the modification effected hereby for attorneys' fees, recordation of this Agreement, and continuation and endorsement of any title insurance.

Agreement of Borrower. Borrower hereby acknowledges: (I) the continued existence of the indebtedness evidenced by the Note and secured by the Deed of Trust, and the continuing validity of the lien of the Deed of Trust; (II) that the acceptance by Lender of this Agreement, is not a waiver by Lender of any rights Lender may possess under the Note, Deed of Trust, or any other documents or instruments evidencing or securing the Loan (collectively, the "Loan Documents"); and (III) and that the failure by Borrower to fully and promptly perform under the Note, Deed of Trust, or any other Loan Document shall entitle Lender to exercise any and all rights granted to Lender under the Note, Deed of Trust, or any Loan Document, or otherwise as provided under applicable law.

4. Endorsement of Title. Borrower shall ensure that any owner's and lender's policies for this loan shall be endorsed to reflect the recordation of this Agreement, the continued existence of the second lien of the Deed of Trust, and no other exceptions to title except as previously approved by Lender.

6. Waiver of Defenses: Borrower represents and warrants to Lender that there are no defenses against the enforcement of the Note, Deed of Trust, or any other Loan Document, and Borrower hereby reaffirms its waiver of all defenses against the enforcement of the Note, Deed of Trust, and the Loan Document, as provided in the Note.

7. Headings: The paragraph headings provided herein are for convenience only and are not intended to define or limit the content of the paragraphs.

8. Further Assurances. Each party hereto shall cooperate, and take such further actions and execute and deliver such documents as may be reasonably requested by the other party in order to effectuate the provisions hereof.

9. Severability: In the event any term, covenant or condition of this Agreement shall to any extent be invalid or unenforceable, the remainder shall not be affected thereby and each term, covenant or condition shall be valid and enforceable to the full extent permitted by law.

10. Successors and Assigns: This agreement shall apply to, insure to the benefit of, and be binding upon the parties hereto and upon their respective heirs, legal representatives, successors and permitted assigns, except as otherwise provided herein.

11. Full Force and Effect. Except as modified hereby, the Note and Deed of Trust remain unmodified and in full force and effect.

12. Effective Date: The provisions of this Agreement shall be and become effective as of the date hereof.

13. Governing Law: This agreement shall be governed by and construed in accordance with the Laws of the State of North Carolina.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this Agreement under seal as of the day and year first above written.

WITNESS:

Sense Kidel
Carrie Petra

BORROWER: Mary B. Carrington (SEAL)

Eytha Carrington (SEAL)

LENDER:

ATTEST:

Susan J. Banks

BY: Tory C. Gules

TITLE: Chairman
Chairman, Board of Commissioners

TRUSTEE: Michael J. Law (SEAL)
Attorney

STATE OF NORTH CAROLINA
COUNTY OF WAKE

I, Denise Kidd, a Notary Public, do hereby certify that Ezekiel & Mary Carrington
Borrower, personally appeared before me this day and acknowledged the due execution of this Deed of Trust.

WITNESS my hand and official stamp or seal, this 18 day of July, 2006.

My commission expires: My Commission Expires 12-11-2008

Denise Kidd
Notary Public



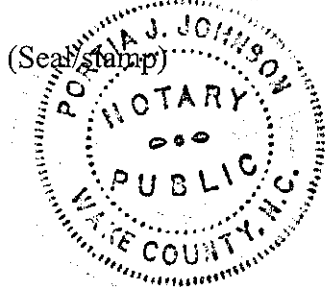
STATE OF NORTH CAROLINA
COUNTY OF WAKE

I, Portia J. Johnson, a Notary Public certify that Susan J. Banks personally came before me
this day and acknowledged that she is Clerk to Wake County Board of Commissioners a corporation, and that by
authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its
Chairman sealed with its corporate seal, and attested by herself as its Clerk.

WITNESS my hand and notarial seal, this 18th day of July, 2006

My commission expires: 9-5-2006

Portia J. Johnson
Notary Public



STATE OF NORTH CAROLINA
COUNTY OF WAKE

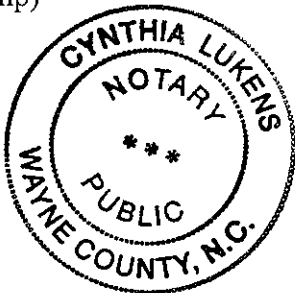
I, Cynthia Lukens, a Notary Public, do hereby certify that E. Richard Jones,
Jr., Trustee, personally appeared before me this day and acknowledged the due execution of this Deed of Trust.

WITNESS my hand and official stamp or seal, this 21st day of July, 2006.

My commission expires: 6-18-2008

Cynthia Lukens
Notary Public

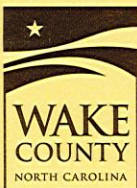
(Seal/stamp)





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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
_____ *4* New Time Stamp
_____ # of Pages