


2007043516 00091

	FORSYTH CO, NC	FEE \$29.00	
	PRESENTED & RECORDED:		
	07-24-2007	10:23 AM	
	DICKIE C WOOD		
	REGISTER OF DEEDS		
	By: BETTY C CAMPBELL DPTY		
	<b>BK: RE 2770</b>		
	<b>PG: 4272-4277</b>		

Drawn by  
and Return To:

Thomas T. Crumpler, Esquire  
Allman Spry Box #8

STATE OF NORTH CAROLINA     )  
  )  
COUNTY OF FORSYTH         )

**FORTY-EIGHTH  
MODIFICATION TO DEED OF TRUST  
TO ADD COLLATERAL**

THIS FORTY-EIGHTH MODIFICATION OF DEED OF TRUST TO ADD COLLATERAL (the "Modification") is made and entered into as of this 23 day of JULY, 2007, by and among **BROOKSTOWN DEVELOPMENT PARTNERS, LLC**, a North Carolina limited liability company ("Brookstown"), **REGIONS BANK**, a national banking association ("Lender") and J. Reid Marks, Jr., as Trustee (the "Trustee").

**RECITALS:**

WHEREAS, Lender made a loan to Brookstown in the original principal amount of Thirteen Million and no/100 Dollars (\$13,000,000.00) (the "Loan"), which Loan was evidenced by a Promissory Note dated October 12, 2006 in the amount of the Loan (the "Note"). The Note was secured by a Deed of Trust dated October 12, 2006, executed by the Borrower to Edmund A. Hawes, Trustee, describing certain property located in Forsyth County in favor of Lender and recorded in on October 19, 2006 @ 3:54 p.m. in Book 2702, Page 2626, Forsyth County Registry, , as subsequently modified from time to time, including a modification to increase the amount secured thereby to \$18,000,000.00, which modification was recorded on May 31, 2007 @ 1:37 p.m. in Book 2757, Page 1146, Forsyth County Registry (collectively, the "Deed of Trust"); and

WHEREAS, J. Reid Marks, Jr. was substituted as Trustee under the Deed of Trust by Substitution of Trustee recorded on October 31, 2006 @ 2:10 p.m. in Book 2705, Page 2513; and

WHEREAS, as a requirement of the Loan, the Lender has required that Brookstown convey to Lender additional collateral for the Loan, and Brookstown has agreed to encumber additional properties purchased by Brookstown; and

WHEREAS, Brookstown has now acquired certain property in Forsyth County, North Carolina (the "Additional Property"), more particularly described on Exhibit "A" which is attached hereto and incorporated herein by reference.

NOW THEREFORE, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Brookstown and the Lender hereby agrees as follows:

1. New Legal Description. Brookstown hereby irrevocably grants and conveys the Additional Property to the Lender as additional collateral for the Loan and does further agree that the Additional Property is hereby added to the collateral described in the Deed of Trust as "Tract 61" and shall be treated as a part of the collateral for the Loan and shall be subject to all of the terms and conditions of the Deed of Trust.

2. Representation and Warranty. Brookstown hereby represents and warrants that the Additional Property is free and clear from all encumbrances other than 2007 ad valorem taxes, not yet due and payable, and easements and restrictions of record, if any, and that the Lender shall have the first lien on the Additional Property, and the Additional Property shall be in all respects subject to and burdened by the Deed of Trust as if the Additional Property had been originally conveyed and described therein.

4. Conflicts. In the event of any conflict or discrepancy between the Loan Documents and this Modification, this Modification shall control.

5. Effect of Modification. Except as modified hereby, all of the terms and provisions of the Deed of Trust shall remain in full force and effect.

6. Lien. Except as otherwise provided in this Modification, the modifications contained herein and in the documents contemplated hereby shall in no manner affect or impair (i) the validity or enforceability of the Note, and (ii) the liens, security interest and assignments of the Deed of Trust, which liens, security interests and assignments are acknowledged by Brookstown to be valid and subsisting.

7. Merger. This Modification, along with any documents contemplated hereby, is the sole agreement between the parties as to the amendment and modification of the Loan and supersedes all other agreements, written or oral, between the parties.

8. Joinder of Trustee. Trustee joins in the execution hereof for the sole purpose of evidencing his consent to the provisions hereof.

IN WITNESS WHEREOF, the parties have duly executed Signature Pages to this Forty-Eighth Modification of Deed of Trust, as of the date and year first above written.

SIGNATURE PAGE  
TO  
FORTY-EIGHTH MODIFICATION OF DEED OF TRUST  
TO ADD COLLATERAL  
BY AND BETWEEN  
BROOKSTOWN DEVELOPMENT PARTNERS, LLC,  
REGIONS BANK  
and  
J. REID MARKS, JR., Trustee

LENDER:

REGIONS BANK,  
a national banking association

By: *J. Reid Marks Jr.*  
Name: J. REID MARKS, JR.  
Title: MARKS PRESIDENT

STATE OF NC

COUNTY OF Guilford

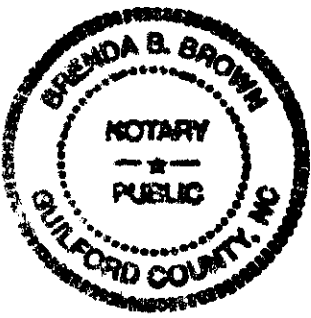
SS:

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: J. Reid Marks Jr.

Date: 1-29-07

Brenda B. Brown  
Printed Name: Brenda B. Brown, Notary Public

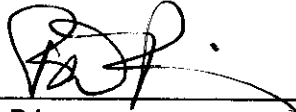
My commission expires: 7-15-07



SIGNATURE PAGE  
TO  
FORTY-EIGHTH MODIFICATION OF DEED OF TRUST  
TO ADD COLLATERAL  
BY AND BETWEEN  
BROOKSTOWN DEVELOPMENT PARTNERS, LLC,  
REGIONS BANK  
and  
J. REID MARKS, JR., Trustee

LENDER:

BROOKSTOWN DEVELOPMENT PARTNERS, LLC  
a North Carolina limited liability company

By:   
Name: Billy D. Prim  
Title: Manager

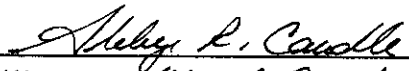
STATE OF North Carolina)

SS:

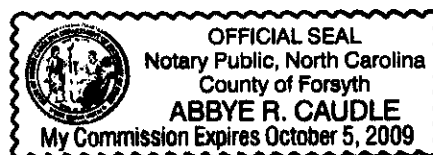
COUNTY OF Forsyth)

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Billy D. Prim, Manager of Brookstown Development Partners, LLC, a North Carolina limited liability company.

Date: 2/2/07

  
Printed Name: Abbye R. Caudle, Notary Public

My commission expires: 10/5/09



SIGNATURE PAGE  
TO  
FORTY-EIGHTH MODIFICATION OF DEED OF TRUST  
TO ADD COLLATERAL  
BY AND BETWEEN  
BROOKSTOWN DEVELOPMENT PARTNERS, LLC,  
REGIONS BANK  
and  
J. REID MARKS, JR., Trustee

TRUSTEE:

  
\_\_\_\_\_  
J. Reid Marks, Jr., Trustee

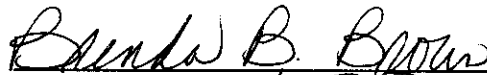
STATE OF N.C.

COUNTY OF Guilford

SS:

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: J. Reid Marks, Jr.

Date: 1-29-07

  
\_\_\_\_\_  
Printed Name: Brenda B. Brown, Notary Public

My commission expires: 7-15-07



EXHIBIT "A"

TRACT NO. 61: (130 Green Street / Tax Block 0637, Lots 104 and 002W)

**Parcel A: (Tax Block 0637, Lot 104)** BEGINNING at an iron stake on the West side of Green Street, said stake being 65 feet along the western right-of-way line of Green Street North of the Northwest intersection of Watkins Street and Green Street, and running thence North with the western right-of-way line of Green Street 32.5 feet to a stake; thence Westwardly along the southern boundary line of the property conveyed to the Grantee in Book 2732, Page 4223, Forsyth County Registry, 152.8 feet to the eastern line of Lot No. 10 as shown on the plat of the N.T. Watkins property; thence Southwardly with the eastern line of said Lot 10, 32.5 feet to Lot No. 2 as shown on said plat; thence East with the line of said Lot 2, 152.8 feet to an iron stake on the West side of Green Street, the place of BEGINNING. Being the south half of Lot No. 1 on the plat of N.T. Watkins Estate as recorded in Plat Book 8, Page 82 in the office of the Register of Deeds of Forsyth County, North Carolina. The property hereinabove described was acquired by Grantor by instrument recorded in Deed Book 1992, Page 818.

**Parcel B: (Tax Block 0637, Lot 002W)** BEGINNING at the northwest corner of Green Street and Watkins Street and running thence Northwardly along the eastern right-of-way line of Green Street 65 feet to the southeast corner of the property described as Tract 1 above; thence Westwardly with the southern line of Tract 1 described above, 152.0 feet to the line of Lot 10 as shown on the plat of the N.T. Watkins Estate recorded in Plat Book 8, Page 82, Forsyth County Registry; thence Southwardly with the eastern line of said Lot 10, 65 feet to the northern right-of-way line of Watkins Street; thence Eastwardly with the northern right-of-way line of Watkins Street, 153.3 feet to the beginning. The property hereinabove described was acquired by Grantor by instrument recorded in Deed Book 1992, Page 818.