

A. U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT SETTLEMENT STATEMENT	B. TYPE OF LOAN				
	1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> FmHA	3. <input type="checkbox"/> Conv. Unins.	4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv. Ins.
	6. FILE NUMBER: AL-50686-23-B			7. LOAN NUMBER: -	
	8. MORTGAGE INS CASE NUMBER:				

C. NOTE: *This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "POC" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.*

D. NAME AND ADDRESS OF BORROWER: A & G Residential, LLC, A North Carolina Limited Liability Company 916-B Arsenal Ave. Fayetteville, NC 28305	E. NAME AND ADDRESS OF SELLER: Turlington Acres, LLC, a North Carolina Limited Liability Company 2919 Breezewood Ave Fayetteville, NC 28303	F. NAME AND ADDRESS OF LENDER: Pinnacle Bank, a Tennessee bank 3515 Glenwood Avenue, Suite 100 Raleigh, NC 27612
G. PROPERTY LOCATION: 2,3,4,5,6,7,8,19,20,21,22,23 Turlington Acres Coats, NC 27521 Harnett County, North Carolina Lot 2,3,4,5,6,7,8,19,20,21,22, Turlington Land 23	H. SETTLEMENT AGENT: Ashish G. Lakhiani PLACE OF SETTLEMENT: 2919 Breezewood Avenue, Suite 300 Fayetteville, NC 28303 Ph (910) 222-4444 Fx (910) 221-7777	I. SETTLEMENT DATE: October 18, 2023 DISBURSEMENT DATE: October 18, 2023

J. SUMMARY OF BORROWER'S TRANSACTION	
100. GROSS AMOUNT DUE FROM BORROWER:	
101. Contract sales price	780,000.00
102. Personal property	
103. Settlement charges to borrower (line 1400)	17,137.48
104.	
105.	
<i>Adjustments for items paid by seller in advance</i>	
106. City/Town taxes	
107. County taxes	
108. Assessments	
109.	
110.	
111.	
112.	
120. GROSS AMOUNT DUE FROM BORROWER	797,137.48
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:	
201. Deposit or earnest money	
202. Principal amount of new loan(s) [\$1,621,372.00]	
203. Existing loan(s) taken subject to	
204. Construction draw Balance: [\$940,747.00]	680,625.00
205.	
206.	
207.	
208. Seller Paid Closing Costs	
209. Due Dilligence	21,428.57
<i>Adjustments for items unpaid by seller</i>	
210. City/Town taxes	
211. County taxes	
212. Assessments	
213.	
214.	
215.	
216.	
217.	
218.	
219.	
220. TOTAL PAID BY/FOR BORROWER	702,053.57
300. CASH AT SETTLEMENT FROM/TO BORROWER:	
301. Gross amount due from Borrower (Line 120)	797,137.48
302. Less amount paid by/for Borrower (Line 220)	(702,053.57)
303. CASH FROM BORROWER	95,083.91

K. SUMMARY OF SELLER'S TRANSACTION	
400. GROSS AMOUNT DUE TO SELLER:	
401. Contract sales price	780,000.00
402. Personal property	
403.	
404.	
405.	
<i>Adjustments for items paid by seller in advance</i>	
406. City/Town taxes	
407. County taxes	
408. Assessments	
409.	
410.	
411.	
412.	
420. GROSS AMOUNT DUE TO SELLER	780,000.00
500. REDUCTIONS IN AMOUNT DUE TO SELLER:	
501. Excess deposit (see instructions)	
502. Settlement charges to seller (line 1400)	3,024.12
503. Existing loan(s) taken subject to	
504. Payoff of first mortgage loan	
505. Payoff of second mortgage loan	
506.	
507.	
508. Seller Paid Closing Costs	
509. Due Dilligence	21,428.57
<i>Adjustments for items unpaid by seller</i>	
510. City/Town taxes	
511. County taxes	
512. Assessments	
513.	
514.	
515.	
516.	
517.	
518.	
519.	
520. TOTAL REDUCTION AMOUNT DUE SELLER	24,452.69
600. CASH AT SETTLEMENT TO/FROM SELLER:	
601. Gross amount due to Seller (Line 420)	780,000.00
602. Less reductions due Seller (Line 520)	(24,452.69)
603. CASH TO SELLER	755,547.31

L. SETTLEMENT CHARGES

700. TOTAL COMMISSION Based on Price		\$	@	%		
<i>Division of Commission (line 700) as Follows:</i>					PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
701.	to					
702.	to					
703.	Commission Paid at Settlement					
704.	to					
800. ITEMS PAYABLE IN CONNECTION WITH LOAN						
801.	Loan Origination Fee	0.4995 %	to	Pinnacle Bank	8,099.00	
802.	Loan Discount	%	to			
803.	Appraisal fee		to	Pinnacle Bank	5,350.00	
804.	Credit report		to			
805.	Lender's inspection fee		to			
806.	Mortgage insurance application fee		to			
807.	Assumption fee		to			
808.	Flood Cert		to	Pinnacle Bank	90.00	
809.			to			
810.			to			
811.			to			
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE						
901.	Interest From	10/18/23	to	11/01/23 @ \$ /day (14 days %)		
902.	Mortgage insurance premium		for	month to		
903.	Hazard insurance premium		for	year to		
904.			for	year to		
905.			to			
1000. RESERVES DEPOSITED WITH LENDER						
1001.	Hazard insurance	Months	@ \$	per Month		
1002.	Mortgage insurance	Months	@ \$	per Month		
1003.	City property taxes	Months	@ \$	per Month		
1004.	County Taxes	Months	@ \$	per Month		
1005.	Annual assessments	Months	@ \$	per Month		
1006.		Months	@ \$	per Month		
1007.		Months	@ \$	per Month		
1008.		Months	@ \$	per Month		
1100. TITLE CHARGES						
1101.	Settlement or closing fee		to			
1102.	Abstract or title search		to			
1103.	Title Examination Fee		to	Lakhiani Law, PLLC	650.00	
1104.	Title insurance binder		to			
1105.	Document Preparation Fee		to	Lakhiani Law, PLLC		350.00
1106.	Technology Fee		to	Single Source Real Estate Services	30.00	
1107.	Attorney's fees		to			
	(includes above item numbers:)			
1108.	Title insurance		to		2,406.66	
	(includes above item numbers:)			
1109.	Lender's coverage	\$ 1,621,372.00		2,338.66		
1110.	Owner's coverage	\$ 780,000.00		26.00		
1111.	See additional 1111 items		to		126.00	
1112.			to	Single Source Real Estate Services		
1113.			to	Single Source Real Estate Services		
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES						
1201.	Recording fees: Deed ; Mortgage	\$ 90.00;	Releases		90.00	
1202.	City/County tax/stamps: Deed ; Mortgage					
1203.	State tax/stamps: Deed	\$ 1,560.00;	Mortgage			1,560.00
1204.	Electronic Recording Fee		to	Simplifile	8.50	
1205.	Harnett Portal Fee		to	Simplifile	4.00	
1300. ADDITIONAL SETTLEMENT CHARGES						
1301.	Survey		to			
1302.	Pest Inspection		to			
1303.	Property Taxes		to			
1304.	County Taxes		to	Harnett County Tax Office	283.32	1,114.12
1305.			to			
1400. TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)					17,137.48	3,024.12

All overages in 1200 section less than \$10 will be retained by settlement agent per NCGS since agent bears similar risks when there is a shortage. The Seller's and Borrower's signatures hereon acknowledge their approval and signify they understand that the tax and insurance prorations and reserves are based on figures for the preceding year which have been supplied by others or estimated for the current year. In the event of any change for the current year, all necessary adjustments will be made between Borrower and Seller directly. Any deficit in delinquent taxes or mortgage payoffs will be promptly reimbursed to the Settlement Agent by the Seller.

HUD-1, Attachment

Borrower: A & G Residential, LLC, A North Carolina Limited Liability Company
916-B Arsenal Ave.
Fayetteville, NC 28305

Seller: Turlington Acres, LLC, a North Carolina Limited Liability Company
2919 Breezewood Ave, Suite 100
Fayetteville, NC 28303

Lender: Pinnacle Bank, a Tennessee bank

Settlement Agent: Ashish G. Lakhiani
(910)222-4535

Place of Settlement: 2919 Breezewood Avenue, Suite 300
Fayetteville, NC 28303
Ph (910) 222-4444 Fx (910) 221-7777

Settlement Date: October 18, 2023

Disbursement Date: October 18, 2023


Property Location: 2,3,4,5,6,7,8,19,20,21,22,23 Turlington Acres Coats, NC 27521
Harnett County, North Carolina
Lot 2,3,4,5,6,7,8,19,20,21,22, Turlington Land

Additional Disbursements

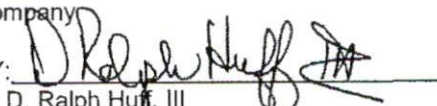
<u>Payee/Description</u>	<u>Note/Ref. No.</u>	<u>Borrower</u>	<u>Seller</u>
Charter Title, LLC		2,338.66	
Loan policy premium			
Charter Title, LLC		26.00	
Owner's policy premium			
Charter Title, LLC		21.00	
ALTA Endorsement 8.1 (Environmental Protection Lien)			
Charter Title, LLC		21.00	
ALTA Endorsement 9-06 (Restrictions, Encroachments, Minerals - Loan Policy)			
Charter Title, LLC		15.00	
Commitment Fee			
Charter Title, LLC		111.00	
CPL Fee			
	Total Additional Disbursements	2,532.66	

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

A & G Residential, LLC, A North Carolina Limited Liability Company

BY: 
David Wells Alderman, IV
Member-Manager

Turlington Acres, LLC, a North Carolina Limited Liability Company

BY: 
D. Ralph Huff, III
Manager

To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

HUD-1, Attachment



Ashish G. Lakhiani
Settlement Agent

WARNING: It is a crime to knowingly make false statements to the United States on this or any similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

COPY

**NORTH CAROLINA GENERAL WARRANTY DEED
DELINQUENT TAXES, IF ANY, TO BE PAID BY THE CLOSING ATTORNEY TO THE COUNTY TAX COLLECTOR
UPON DISBURSEMENT OF CLOSING PROCEEDS**

File No.: AL-50686-23-B

Excise Tax: \$1,560.00

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

Mail/Box to: Single Source Real Estate Services, Inc., 2919 Breezewood Ave., Suite 300, Fayetteville, NC 28303

This instrument was prepared by: Lakhiani Law, PLLC, 2919 Breezewood Avenue, Suite 300, Fayetteville, NC 28303

Brief description for the Index: Lot 2, 3, 4, 5, 6, 7, 8, 19, 20, 21, 22 and 23 Turlington Acres

THIS DEED made this 17th of October, 2023, by and between

GRANTOR	GRANTEE
Turlington Acres, LLC, a North Carolina Limited Liability Company 2919 Breezewood Ave Suite 100 Fayetteville, NC 28303	A & G Residential, LLC, A North Carolina Limited Liability Company 916-B Arsenal Ave. Fayetteville, NC 28305

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

The designation Grantor and Grantee 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 the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot, parcel of land or condominium unit situated in the City of Coats, Grove Township, Harnett County, North Carolina and more particularly described as follows:

BEING all of Lots 2, 3, 4, 5, 6, 7, 8, 19, 20, 21, 22 and 23, in a subdivision known as Turlington Land, and the same being duly recorded in Plat Book 21, Page 100, Harnett County Registry, North Carolina.

Parcel ID: See attached

The property hereinabove described was acquired by Grantor by instrument recorded in Book ____ page ____.
All or a portion of the property herein conveyed ____ includes or x does not include the primary residence of a Grantor.
A map showing the above described property is recorded in Plat Book 21 page 100.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor 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 Grantor will warrant and defend the title against the lawful claims of all persons whomsoever, other than the following exceptions:

Subject to restrictive covenants, easements and rights-of-way as they may appear of public record.
Subject to ad valorem taxes which are a lien but not yet due and payable.

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

Turlington Acres, LLC, a North Carolina Limited Liability Company _____ (SEAL)

(Handwritten signature)
(Entity Name)

Print/Type Name: _____

By: _____
Print/Type Name & Title: D. Ralph Huff, III, Manager

_____ (SEAL)

Print/Type Name: _____

By: _____
Print/Type Name & Title: _____

_____ (SEAL)

Print/Type Name: _____

By: _____
Print/Type Name & Title: _____

_____ (SEAL)

Print/Type Name: _____

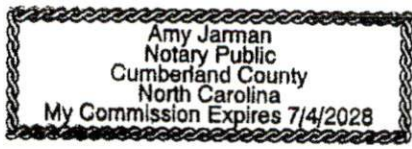
State of North Carolina – County of Cumberland

I, the undersigned Notary Public of the County and State aforesaid, certify that D. Ralph Huff, III, personally appeared before me this day and acknowledged that he is the Manager of Turlington Acres, LLC, a North Carolina Limited Liability Company, 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 17th of October, 2023

My Commission Expires: 7/4/28

(Handwritten signature)

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

Lot 2- 0705990357

Lot 3- 0705990237

Lot 4- 0705990358

Lot 5- 070599023701

Lot 6- 0705990236-01

Lot 7- 0706910205

Lot 8- 070599023702

Lot 19- 070599023703

Lot 20- 0705990355

Lot 21- 070599023704

Lot 22- 070599023705

Lot 23- 0705990356

COPIES

Prepared by: Brittany Hogan, CDP Specialist Return to: Beneficiary

RETURN TO AND PREPARED BY: LAKHIANI LAW
2919 BREEZEWOOD AVE
FAYETTEVILLE NC 28303
FILE # AL-50686-23-B

This instrument should be indexed as a "subsequent instrument," pursuant to N.C.G.S. § 161-14.1, and is intended to modify, amend and/or supplement the following previously registered instrument: Deed of Trust recorded in Book 3767, Page 706

SUPPLEMENTAL DEED OF TRUST

Master Loan Number: 90479881

This SUPPLEMENTAL DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS, AND ASSIGNMENT OF CONTRACTS AND PLANS (the "*Amendment*") is made as of October 18, 2023, by and between:

Grantor: A & G RESIDENTIAL, LLC, a North Carolina limited liability company ("*Grantor*"), whose address is 916 Arsenal Avenue, Suite B, Fayetteville, NC 28305

To and for the benefit of

Trustee: PNFPP CREDIT CORP. ("*Trustee*"), as Trustee, whose address is 150 Third Avenue South, Suite 900, Nashville, TN 37201, and

Grantee/Beneficiary/Lender: PINNACLE BANK, a Tennessee banking corporation ("*Grantee*" or "*Lender*"), whose address is 150 3rd Avenue South, Nashville, TN 37201

THE DEED OF TRUST MODIFIED BY THIS AMENDMENT ALSO IS A SECURITY AGREEMENT UNDER ARTICLE 9 OF THE UNIFORM COMMERCIAL CODE, WITH GRANTOR AS DEBTOR AND GRANTEE AS SECURED PARTY. THIS INSTRUMENT COVERS GOODS THAT ARE OR ARE TO BECOME FIXTURES ON THE REAL PROPERTY DESCRIBED HEREIN. ACCORDINGLY, IN ADDITION TO ITS BEING FILED AS A MORTGAGE, IT SHOULD ALSO BE FILED AND INDEXED AS A

FIXTURE FILING PURSUANT TO THE NORTH CAROLINA UNIFORM COMMERCIAL CODE.

WITNESSETH:

WHEREAS, in connection with credit loaned or to be loaned, Grantor executed and delivered to Trustee for the benefit of Lender that certain Deed of Trust, Security Agreement, Assignment of Leases and Rents, and Assignment of Contracts and Plans recorded in Book 3767 at Page 706 of the Harnett County, North Carolina Register of Deeds (as amended hereby, and as previously amended, the "*Deed of Trust*");

WHEREAS, Grantor desires to supplement the Deed of Trust by adding additional collateral or property to secure the indebtedness owed Lender, including the Secured Obligations; and

NOW, THEREFORE, in consideration of ten dollars (\$10.00) in hand paid by Lender to Grantor, the receipt and sufficiency of which is hereby acknowledged, and of the mutual covenants herein contained, Grantor agrees as set forth hereinafter:

1. **Grant of Additional Property.** For the purpose of securing the full and timely payment and performance of the Secured Obligations, Grantor hereby irrevocably and unconditionally grants, transfers, bargains, sells, conveys and assigns unto Trustee in-trust for the benefit of Lender and the successors, successors-in-title and assigns of Lender, with power of sale, and as to the personal property described below grants a security interest in, all of the estate, right, title and interest that Grantor now has or may later acquire in and to the following property (all or any part of such property, or any interest in all or any part of it, as the context may require, the "*Additional Collateral*"), which Additional Collateral is not used principally or primarily for agricultural or farming purposes:

(a) **Land, Appurtenances, Easements.** That certain real property and all interests therein located in the State of North Carolina, more particularly described in Exhibit A attached hereto and incorporated herein by this reference, together with all existing and future easements, access rights, appurtenances, privileges, licenses, hereditaments, franchises and tenements, including all water stock and water rights owned by Grantor and all minerals, oil, gas, and other commercially valuable substances that may be in, under or produced from any part of it (collectively, the "*Additional Land*");

(b) **Improvements.** All buildings, structures, and improvements now located or later to be constructed on the Additional Land (the "*Additional Improvements*");

(c) **Related Real Property and Improvements.** All real property and improvements on the Additional Land, and all appurtenances, permits, plans, licenses, subdivision rights, contracts, contract rights, and other property and interests of any kind or character, including all water and sewer taps belonging to or in any way related to or appurtenant to the Additional Land or Additional Improvements, whether described in Exhibit A or not, that may be reasonably necessary or desirable to promote the present and any reasonable future beneficial use and enjoyment of the Additional Land or Additional Improvements;

(d) **Leases and Licenses.** Subject to the rights of Lender under Article 3 of the Deed of Trust, all existing and future leases, subleases, sub-tenancies, licenses, occupancy agreements, and concessions relating to the use and enjoyment of all or any part of the Additional Project (defined below), written or oral, now in existence or hereafter arising, and extensions or renewals thereof, together with the right, power, and authority of Grantor to alter, modify or change the terms thereof or surrender, cancel or terminate the same, and any and all deposits, guaranties and other agreements relating to or made in connection with any of the foregoing (the "**Additional Leases**");

(e) **Goods, Materials, Fixtures, etc.** All goods, materials, supplies, chattels, furniture, appliances, furnishings, fixtures, equipment and machinery now or later to be attached to, placed in or on, or used in connection with the use, enjoyment, occupancy or operation of all or any part of the Additional Project, whether stored on the Additional Land or elsewhere, all of which shall be considered to the fullest extent of the law to be real property for purposes of the Deed of Trust;

(f) **Materials and Equipment.** All building materials, equipment, work in process or other personal property of any kind, whether stored on the Additional Land or elsewhere, that have been or later will be acquired for the **purpose** of being delivered to, incorporated into, or installed in or about the Additional Land or Additional Improvements;

(g) **Grantor Funds.** All of Grantor's interest in and to the proceeds of the Secured Obligations, whether disbursed or not; all present and future monetary deposits given by Grantor to any public or private utility with respect to utility services furnished to the Additional Land or Additional Improvements; and all accounts maintained by Grantor with Lender or any subsidiary or affiliate of Lender, including, without limitation, any accounts established in connection with the Secured Obligations;

(h) **Rents, Issues and Profits and other Property.** Subject to the rights of Lender under Article 3 of the Deed of Trust, all income, rents, security or similar deposits, revenues, issues, royalties, profits, leases, earnings, products and proceeds of the Additional Land or Additional Improvements, together with the right, power and authority to collect the same, and all rights to the payment of money relating thereto (the "**Additional Rents, Issues and Profits**"), and all accounts, investment property, supporting obligations, accounts receivable, general intangibles, reserves, deferred payments, refunds, cost savings, insurance or condemnation proceeds, payments and deposits, (including all earnest money sales deposits and all utility, tenant, escrow and security deposits), advanced payments of insurance premiums, contract rights, development and use rights, governmental permits, fees, deposits and licenses, applications, architectural and engineering plans, specifications and drawings, as-built drawings, chattel paper, instruments, documents, notes, drafts, and letters of credit and related rights (other than letters of credit in favor of Lender), whether now due, past due, or to become due, generally including, without limitation, any proceeds from the sale of any property comprising the Additional Land and any Additional Improvements constructed thereon, and any deposits on account thereof, and also all proceeds of the voluntary or involuntary conversion of any of the Additional Land, Additional Improvements, or the other property described above into cash or liquidated claims, including proceeds of all present and future insurance

policies and all condemnation or eminent domain proceedings, and all causes of action and their proceeds for any damage or injury to the Additional Land, Additional Improvements, or the other property described above or any part thereof, or breach of warranty in connection with the construction of the Additional Improvements, including causes of action arising in tort, contract, fraud, or concealment of a material fact (collectively, the "***Additional Rents, Issues, Profits and Other Property***");

(i) **Contracts and Plans.** All other contracts, easements, declarations, and covenants of every kind relating to the Additional Collateral, including those relating to the use, development, construction, marketing, lease, license, ingress, egress, access or sale of or relating to some or all of the Additional Project, including, without limitation, any construction contracts and subcontracts, contracts with architects, engineers, and other service providers, supply contracts, consulting agreements, financing commitments and agreements, joint development agreements, service and maintenance agreements, marketing and listing agreements, reservation agreements, easement agreements, right of way agreements, covenants, declarations, purchase and sale agreements, agreements for operation of water, sewage or other utility systems and facilities; and any other existing and future contracts of any kind relating to the Additional Project (if consented to by Grantee), together with all deposits, escrows, payments, or other proceeds thereunder, as well as all existing and future amendments, modifications, and supplements thereof (collectively, the "***Additional Contracts***"); and all designs, drawings, plans, specifications, trademarks, logos, and other work product prepared or to be prepared in connection with the development, construction, marketing, and sale of the Additional Project (as defined below), together with all existing and future amendments, modifications, and supplements thereof (collectively, the "***Additional Plans***");

(j) **Miscellaneous Personal Property.** Any and all personal property of any kind whatsoever, whether tangible or intangible, that is used or will be used in construction of, or is or will be placed upon or is derived from or used in any connection with the use, occupancy or enjoyment of, the Additional Land or Additional Improvements, including all inventory;

(k) **Books and Records.** All books and records pertaining to any and all of the property described above, including records stored on computer readable media, and a limited sublicense to use the computer hardware or software necessary to access such records ("***Additional Books and Records***");

(l) **Declarant's Rights, and Development Rights.** All rights of development, all permits, licenses, all rights of use, all declarant rights, all rights arising under any and all declarations of covenants and/or restrictions (the "***Declarant Rights***"), provided the Beneficiary shall only be liable for any obligations associated with such rights upon recording of an affirmative statement signed by the Beneficiary that it has assumed some or all of the obligations of Grantor pursuant to such documents which create such rights and benefits. Without limitation, the Declarant Rights include all of the following that are related to the Land: all "development rights" and "special declarant rights" as defined in the North Carolina Planned Community Act, Chapter 47F of the North Carolina General

Statutes, or as defined in the North Carolina Condominium Act, Chapter 47C of the North Carolina General Statutes.

(m) **Additional Property.** Any additional personal property otherwise set forth herein or listed on any UCC-1 financing statement filed to perfect Lender's security interest hereunder;

(n) **As-Extracted Collateral and Timber to be Cut.** All as-extracted collateral and timber to be cut related to the Additional Land; and

(o) **Proceeds.** All proceeds of, supporting obligations for, additions and accretions to, substitutions and replacements for, and changes in any of the property described above.

The Additional Land, Additional Improvements, related real property, and all personal property now or hereafter installed on or used in connection with the Additional Land and/or Additional Improvements are collectively referred to herein as the "**Additional Project.**" The Additional Project constitutes the bulk of, but not the entirety of, the Additional Collateral.

TO HAVE AND TO HOLD the Additional Collateral and all parts, rights, members and appurtenances thereof, to the use and benefit of Trustee in trust for the benefit of Lender, and Lender's successors and assigns, forever, IN FEE SIMPLE.

Grantor covenants with Lender that it is seized of the Additional Collateral, including the real property forming part of the Additional Collateral, in fee simple, is the sole owner of all Additional Collateral and has the right to convey its interest in the Additional Collateral as provided herein; that title is marketable and free and clear of all encumbrances except for the exceptions set forth herein in Section 5.2.1 of the Deed of Trust as "Permitted Exceptions"; and that it will warrant and defend the title to the Additional Collateral against the lawful claims of all persons whomsoever except for the exceptions set forth herein in Section 5.2.1 of the Deed of Trust as "Permitted Exceptions".

Whenever used in the Deed of Trust, or in any other Loan Document when such term is defined by reference to the Deed of Trust: (a) the term "Collateral" shall include without limitation the Additional Collateral; (b) the term "Land" shall include without limitation the Additional Land; (c) the term "Improvements" shall include without limitation the Additional Improvements; (d) the term "Leases" shall include without limitation the Additional Leases; (e) the term "Rents, Issues and Profits" shall include without limitation the Additional Rents, Issues and Profits; (f) the term "Rents, Issues, Profits and Other Property" shall include without limitation the Additional Rents, Issues, Profits and Other Property; (g) the term "Contracts" shall include without limitation the Additional Contracts; (h) the term "Plans" shall include without limitation the Additional Plans; (i) the term "Books and Records" shall include without limitation the Additional Books and Records; and (j) the term "Project" shall include without limitation the Additional Project. None of the existing Collateral is released by this Amendment. All of the terms, warranties, indemnities and covenants of the Loan Documents shall apply to the Additional Collateral as though such property was included in the original description of the "Collateral."

Lender is authorized to file UCC-1 financing statements to perfect its security interest against any Additional Collateral. The rights and remedies of Lender and all other terms and

provisions of the Deed of Trust, as amended, shall apply to the Additional Collateral. Lender is expressly granted the right and power to sell the Additional Collateral at public sale, to file an action to collect debt, to appoint commissioners, to appoint a receiver, to apply for the appointment of such persons, to bid at any sale, and to exercise all other rights and remedies permitted at law or equity by the holder of the Deed of Trust as amended by this Amendment, and as described in the other Loan Documents, including without limitation rights and remedies of a secured party under Article 9 of the Uniform Commercial Code, of a creditor and a mortgagee under the provisions of applicable North Carolina law, of a creditor to appoint a receiver for some or all of the Additional Collateral, and to collect rents, issues and profits upon notice without judicial process. The terms and provisions of the Deed of Trust and the other Loan Documents shall apply as a covenant and agreement of Grantor with regard to the Additional Collateral. For example and not limitation, the terms of the Deed of Trust regarding collection of Rents shall apply to the lien against Additional Rents granted by this Amendment.

2. General.

(a) All references to the "Mortgage", "Deed of Trust" or "Mortgage Instrument" in any of the Loan Documents shall hereinafter be deemed to refer to the Deed of Trust as modified hereby and by any other amendment or modification.

(b) This Amendment shall bind and inure to the benefit of the successors in interest hereto, and it is expressly understood and agreed that this Amendment is a modification only and not a novation.

(c) The Deed of Trust, as hereby modified, is incorporated in this Amendment in its entirety by this reference, and all provisions of the Deed of Trust shall be interpreted in accordance with and in light of the revisions and modifications contained herein. Grantor represents, affirms and agrees that the Deed of Trust, as modified hereby, along with all of the other Loan Documents, are and shall remain in full force and effect and be binding upon Grantor without defense or offset of any nature. Lender, by its execution of this Amendment, evidences its consent to the modifications hereinabove set forth.

(d) It is expressly understood and agreed by the parties hereto that the agreements contained in this Amendment shall in no way release, discharge, satisfy, alter or impair the debt evidenced by the Note, any of the other Secured Obligations or any other obligations of any party to Lender, or affect in any manner whatsoever the validity of the Note, the other Secured Obligations, the Deed of Trust or the other Loan Documents, or shall in any manner be construed to impair the security of Lender, and that the Note, the other Secured Obligations, the Deed of Trust, except as herein modified, and the other Loan Documents each shall remain in full force and effect in accordance with their respective terms as amended hereby, and continue as evidence of the debt and security for the payment of all money due or to become due thereon to Lender. No collateral, property or security is released from the Deed of Trust by this Amendment.

(e) Grantor hereby reaffirms unto Lender all of its indemnities in favor of Lender under the Loan Documents.

(f) This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original, but which shall constitute one and the same instrument, and in making proof of this Amendment, it shall not be necessary to produce or account for more than one such counterpart.

(g) THE PROVISIONS OF THIS AMENDMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NORTH CAROLINA, WITHOUT REGARD TO THE CHOICE OF LAW RULES OR CONFLICTS OF LAW PRINCIPLES OF THE STATE OF NORTH CAROLINA OR ANY OTHER STATE, EXCEPT TO THE EXTENT THAT FEDERAL LAWS PREEMPT SUCH STATE LAWS.

(h) Capitalized terms used in this Amendment, defined in the Deed of Trust and not otherwise defined in this Amendment shall have the meanings given them in the Deed of Trust.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, Grantor has caused this Amendment to be executed in its name, under seal, all by authority duly given, as of the date set forth above.

GRANTOR:

A & G RESIDENTIAL, LLC

By:  (SEAL)

Name: David Wells Alderman, IV

Title: Member-Manager

STATE OF NORTH CAROLINA
COUNTY OF WAKE

I, ASHISH G LAKHIANI, a Notary Public of the County and State aforesaid, do hereby certify that DAVID WELLS ALDERMAN, IV personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and official seal this the 18TH day of OCTOBER, 2023.



Printed name: ASHISH G LAKHIANI, Notary Public (Official Seal)

My commission expires: 5/15/24

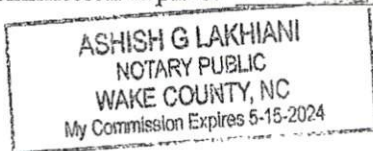


EXHIBIT "A"

BEING all of Lots 2, 3, 4, 5, 6, 7, 8, 19, 20, 21, 22 and 23, in a subdivision known as Turlington Land, and the same being duly recorded in Plat Book 21, Page 100, Harnett County Registry, North Carolina.

Pinnacle Unit Number(s): 90778744, 90778745, 90778748, 90778749, 90778750, 90778751, 90778753, 90778754, 90778755, 90778756, 90778757, 90778758

**NEW UNIT FINANCING CONFIRMATION
UNIT ALLOCATION
BUILDER FINANCE LINE OF CREDIT
PINNACLE BANK**

To: A & G Residential, LLC, a North Carolina limited liability company (“Borrower”)
From: PINNACLE BANK, a Tennessee banking corporation (“Lender”)

Date: October 18, 2023

Under Guidance Line #90479881

Lender is pleased to submit to you as Borrower this *New Unit Financing Confirmation* to advise of the approval of a Unit Allocation and the terms thereof subject to that certain RESIDENTIAL CONSTRUCTION LINE AGREEMENT (as amended or modified from time to time, the “Credit Agreement”) dated December 19, 2019 by and among Lender and Borrower.

All capitalized terms not defined herein shall have the meaning given in the Credit Agreement. Funding of any Draw requires compliance with the terms and conditions of the Credit Agreement and the other Loan Documents, including Loan to Value and Loan to Cost requirements, and sublimits and limitations.

Unit Allocation(s):

Account Number	Lot, Subdivision, Plat and County	Initial Unit Type	Maximum Unit Loan Amount	Unit Maturity Date	Required Equity Funds
90778744	Lot 3, Turlington Acres, Harnett County	Spec	\$223,599.00	October 10, 2023	
90778745	Lot 4, Turlington Acres, Harnett County	Spec	\$223,615.00	October 10, 2023	
90778748	Lot 5, Turlington Acres, Harnett County	Spec	\$206,250.00	October 10, 2023	
90778749	Lot 6, Turlington Acres, Harnett County	Spec	\$223,599.00	October 10, 2023	
90778750	Lot 7, Turlington Acres, Harnett County	Spec	\$223,615.00	October 10, 2023	
90778751	Lot 8, Turlington Acres, Harnett County	Spec	\$230,069.00	October 10, 2023	
90778753	Lot 2, Turlington Acres, Harnett County	Lot	\$48,750.00	October 10, 2023	
90778754	Lot 19, Turlington Acres, Harnett County	Lot	\$48,375.00	October 10, 2023	
90778755	Lot 20, Turlington Acres, Harnett County	Lot	\$48,375.00	October 10, 2023	
90778756	Lot 21, Turlington Acres, Harnett County	Lot	\$48,375.00	October 10, 2023	
90778757	Lot 23, Turlington Acres, Harnett County	Lot	\$48,375.00	October 10, 2023	
90778758	Lot 22, Turlington Acres, Harnett County	Lot	\$48,375.00	October 10, 2023	

Borrower promises to pay to the order of Bank the principal sum of the Maximum Unit Loan Amounts set forth above, or so much thereof as may be advanced under the terms and conditions of the Credit Agreement, as amended or modified from time to time, together with interest on the unpaid principal balance from the date hereof until paid, on the terms described in the Note.

Approved Budget and other approved documents for this Unit Allocation are attached as Exhibit A.

Special Conditions and Terms including terms which modify Credit Agreement terms:

() Additional Terms, and Conditions attached as Exhibit B.

Pinnacle Bank

By: _____
Name: _____
Title: _____

A & G Residential, LLC, a North Carolina,
limited liability company

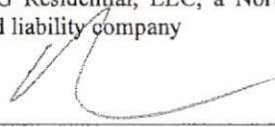
By:  (SEAL)
Name: David Wells Alderman, IV
Title: Member-Manager

Exhibit A – Approved Budget

Exhibit B – Other Terms and Conditions



Automatic Loan Payment Authorization

I/We authorize Pinnacle Bank, a Tennessee state-chartered bank ("Pinnacle"), to process the transfer to/from the account(s) listed below. Any transfer made from a savings account is a restricted transfer subject to certain limitations. I/We understand if sufficient funds are not available on the date of the requested transfer, your request may be delayed or cancelled without notification. Pinnacle is not responsible for any payment or transfer fees charged by Pinnacle or the Receiving Bank or subsequent late charges, or other costs should there be insufficient funds on the date of the requested transfer and the borrower assumes all responsibility for making the loan payment by check, cash or transfer from an alternate account. This Authorization allows Pinnacle to automatically adjust the transfer amount. The method of determining the amount of the loan payment is detailed in the loan documents previously provided to you. This authorization will remain in effect until the designated termination date or until Pinnacle receives written notification. The written notice must provide for at least 3 business days as to allow reasonable time to act on your request. Pinnacle may terminate this authorization at any time and for any reason. Business days are Monday through Friday, excluding federal holidays. Please refer to Pinnacle's Deposit Account Agreement and loan documents for other terms and conditions governing your account for full details.

Checking Account Number 800106315336

90778744, 90778745, 90778748, 90778749,
90778750, 90778751, 90778753, 90778754,
90778755, 90778756, 90778757, 90778758

Loan Account Number _____

Payment Due Date 10th of each Month

Date to begin Automatic Payments 11/10/2023

Payment Amount Interest Due

If your account is not with Pinnacle Bank, please provide your bank's name, address and ABA Routing number below. Also, please attach a voided check from your current bank account.

Bank Name _____ NA _____ Bank Routing Number _____ NA _____

Bank Address (City & State) _____ NA _____

If funds in the checking account are not sufficient to automatically cover a payment on the due date, the borrower assumes responsibility for making the loan payment by check, cash or transfer. Upon written notification, the bank or borrower may terminate this agreement at any time and for any reason.

Borrower Name (printed): A & G Residential LLC

Borrower (Authorized) Signature: _____

Date: 10/18/23

Completed, signed form should be forwarded via interbank mail to Loan Operations-Thomasville, NC.	
SilverLake Setup Completed by:	
Date:	