

IN TESTIMONY WHEREOF, the above corporate Grantor 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 the lawful order of its Board of Directors first duly given, with this sealed instrument being delivered on the date first above written.

(CORPORATE NAME)

By: _____ President

By: _____

ATTEST:

Secretary

(CORPORATE SEAL)

IN TESTIMONY WHEREOF, the above partnership Grantor, Limited Liability Company, or Limited Liability Partnership has caused this instrument to be executed in the appropriate company or partnership name by duly authorized general partner(s) or managers, and has adopted as its seal the word "SEAL" appearing beside its name, this sealed instrument being executed and delivered on the date first above written.

NAME OF PARTNERSHIP, LLC, OR LLP (SEAL)

By: _____ (SEAL)

Title: _____

IN TESTIMONY WHEREOF, each individual Grantor EXHIBIT 1 set his hand and adopted as his seal the word "SEAL" appearing beside or near his signature, this sealed instrument being executed and delivered on the date first above written.

Grantor: Marc A. Leick (SEAL)

Grantor: Paula J. Leick (SEAL)

Grantor: _____ (SEAL)

Grantor: _____ (SEAL)

By: _____ (SEAL)

Title: _____

By: _____ (SEAL)

Title: _____



SEAL STAMP STATE OF NORTH CAROLINA, COUNTY OF Pender
I, Cynthia R. Fennell a Notary Public, do hereby certify that
Marc A. Leick and wife, Paula J. Leick Grantor,
personally appeared before me this day and acknowledged the execution of this Deed of Trust.
Witness my hand and official stamp or seal, this 17th day of May, 19 96
My Commission Expires: 11-20-99
Cynthia R. Fennell
NOTARY PUBLIC

SEAL STAMP STATE OF NORTH CAROLINA, COUNTY OF _____
I, _____ a Notary Public, do hereby certify that

Grantor,
personally appeared before me this day and acknowledged the execution of this Deed of Trust.
Witness my hand and official stamp or seal, this _____ day of _____, 19____
My Commission Expires: _____
NOTARY PUBLIC

SEAL STAMP STATE OF NORTH CAROLINA, COUNTY OF _____
I, _____ a Notary Public, do hereby certify that

personally appeared before me this day and acknowledged that he/they is/are _____ (indicate whether general
partners or managers) of _____,
a _____, and further acknowledged the due
execution of this Deed of Trust on behalf of the _____.
Witness my hand and official stamp or seal, this _____ day of _____, 19____
My Commission Expires: _____
NOTARY PUBLIC

SEAL STAMP STATE OF NORTH CAROLINA, COUNTY OF _____
I, _____, a Notary Public of _____ County,
North Carolina, do hereby certify that
before me this day and acknowledged that _____ he is _____ Secretary of _____
_____, 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 _____ President, sealed with its corporate seal, and attested by _____ self as its
Secretary.



RETAIL NOTE AND SECURITY AGREEMENT

CUSTOMER NUMBER 225-001554 EXHIBIT 1

NOTE NUMBER 9003

DATE MAY 17, 1996

CREDITOR: BRANCH BANKING AND TRUST COMPANY, POST OFFICE BOX 1626, WILSON, NORTH CAROLINA 27894

DEBTOR(S): MARC A LEICK and PAULA J LEICK

(In this Retail Note and Security Agreement (also called Contract) the words, I, me, my, mine and us mean each and all of those signing the Contract. The words you, your, and yours mean Branch Banking and Trust Company.) In return for a loan that I have received from you, I promise to pay to your Order at the office in the above city the amount of: NINE THOUSAND DOLLARS & 00/100

U.S. \$ 9,000.00 (the "principal"), plus interest on the unpaid principal from the date of this Contract at the yearly (choose one only):

[X] FIXED RATE OF 8.625 %; OR

[] VARIABLE RATE OF % TO BE ADJUSTED (THE INITIAL RATE)

BASED UPON

PAID AND SATISFIED
July 25 2001
BRANCH BANKING AND TRUST CO
GWENN L. MCNEILS
BY [Signature]
AUTHORIZE (INDEX NUMBER) RSA

together with insurance charges and LATE CHARGES if any, according to the Payment Schedule and other Contract terms as set forth below in the Special Regulation Z Truth in Lending Disclosure Box (herein Special Regulation Z Disclosures) and according to other Note terms as provided below:

Interest: Interest will be charged on that part of the principal which has not been paid and unless I have the right to rescind, will be charged beginning on the date of this Note and continuing until the full amount has been paid.

[] If checked here, I have the right to rescind this loan. If I choose not to do so, I understand my interest charges will begin to accrue on

Security for Payment and Performance. To protect you if I default in the payment or performance of any obligation arising under the terms of the Contract, I grant you a security interest in certain property and in all additions, accessions, parts, and equipment attached to property and in all substitutions, along with any proceeds of the property (hereinafter collectively referred to as "Collateral") as described below:

[X] If checked here, I have given you a security interest in certain personal property as described in a separate Assignment or Security Agreement ("Security Agreement") and/or I have executed a mortgage or deed of trust ("Mortgage") in favor of you which when recorded will be a lien on real property described in that document.

[] If checked here, I have given you a security interest in certain personal property as described below.

Collateral Description: TABLE with columns: YEAR, MAKE, TYPE BODY, MODEL, SERIAL NUMBER(S), MOBILE HOME SIZE, BEDROOMS

OTHER: Except as to any collateral Borrower(s) now use or are purchasing to use as Borrower(s)' principal dwelling (such as a mobile home), this security interest shall also secure any other outstanding or future debts of Borrower(s) to Bank. The collateral will normally be kept at this address:

If the property is affixed or is to be affixed to real estate, the real estate is described as follows: and the record owner is:

SPECIAL REGULATION Z DISCLOSURES

Table with 5 columns: ANNUAL PERCENTAGE RATE (8.74%), FINANCE CHARGE (\$4,505.40), Amount Financed (\$8,955.00), Optional Group Credit Insurance, Total of Payments (\$13,460.40)

MY PAYMENT SCHEDULE WILL BE:

Table with 3 columns: Number of Payments (120), Amount of Payments (\$112.17), When Payments Are Due (Monthly beginning JUNE 16, 1996)

SECURITY: I am giving a security interest in:

- [X] The goods or property being purchased.
[] Other

Collateral securing other loans may also secure this loan.

LATE CHARGE: If a payment or any part of a payment is past due 15 or more days after the due date, I will be charged 4% of the amount of the payment past due. When an installment payment is past due 15 or more days, subsequent payments will first be applied to the past due balance.

VARIABLE RATE: [] If checked here, my loan contains a variable rate feature and is secured by my principal dwelling. Disclosures about the variable rate feature have been provided to me earlier.
[] If checked here, my loan contains a variable rate feature, but is not secured by my principal dwelling or is secured by my principal dwelling but has a maturity of one year or less. The ANNUAL PERCENTAGE RATE may increase or decrease on my loan as the increases or decreases.

FILING FEES \$ 20.00

PREPAYMENT: If I pay off early, I will not have to pay a penalty. However, I understand that I will not be entitled to a rebate of my prepaid Finance Charges.

[X] DEMAND FEATURE: If checked here, my loan has a demand feature.

My rate will not change more often than and it will not increase above %; nor decrease below %.

Any increase in rate will result in higher payments, or additional payments, or higher final payment. (See HYPOTHETICAL VARIABLE RATE EXAMPLES below.) ASSUMPTION NOTICE: If this loan finances the purchase of property to be used as my principal dwelling, someone buying my dwelling cannot assume the remainder of this loan under the original terms.

Information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties appears in my contract document.

E means an estimate (If a box [] is not checked that term does not apply.)

"EXHIBIT A"

BK 1136 PG 205

Located in Union Township, Pender County, N.C. adjacent to and West of the Western Right-of-Way line of U.S. Highway No. 117 and being more fully described as follows, to wit:

BEGINNING at an iron pipe in the Western Right-of-Way line of U.S. Highway No. 117, said iron pipe being located along said line at a point that is the following courses and distances from N.C. GRID MONUMENT "TWIN": South 44 degrees 24 minutes 51 seconds West 191.32 feet and South 04 degrees 25 seconds 57 minutes West 562.03 feet to the BEGINNING; and running thence, from the BEGINNING, so located,

- (1) with the Western Right-of-Way line of U.S. Highway No. 117, South 04 degrees 25 minutes 57 seconds West 122.50 feet to an iron pipe in line; thence,
- (2) North 85 degrees 34 minutes 01 seconds West 376.42 feet to an iron pipe in the Richard C. Hall line; thence,
- (3) with said line North 23 degrees 16 minutes 28 seconds East 129.44 feet to an iron pipe in line; thence,
- (4) South 85 degrees 34 minutes 01 seconds East 334.62 feet to the BEGINNING,

containing 1.00 acres more or less and is as surveyed by Thompson Surveying Company, P.A. of Burgaw, N.C. during May 1991.

As a reference to the above described tract see Book _____, Page _____ of the Pender County Registry.

THIS conveyance is made expressly subject to the following restrictive covenants:

1. Property restricted to single-family homes containing at least 1350 square feet heated space.
2. No mobile homes (single or double-wide) shall be placed upon said lots.
3. Lot owners may keep and maintain dogs and cats on said lots, but shall be kept to a maximum of five (5) dogs and/or five (5) cats.
4. No junk vehicles, junk or debris shall be allowed on any lot.

"EXHIBIT A"

BK 1136 PG 210

Located in Union Township, Pender County, N.C. adjacent to and West of the Western Right-of-Way line of U.S. Highway No. 117 and being more fully described as follows, to wit:

BEGINNING at an iron pipe in the Western Right-of-Way line of U.S. Highway No. 117, said iron pipe being located along said line at a point that is the following courses and distances from N.C. GRID MONUMENT "TWIN": South 44 degrees 24 minutes 51 seconds West 191.32 feet and South 04 degrees 25 seconds 57 minutes West 562.03 feet to the BEGINNING; and running thence, from the BEGINNING, so located,

- (1) with the Western Right-of-Way line of U.S. Highway No. 117, South 04 degrees 25 minutes 57 seconds West 122.50 feet to an iron pipe in line; thence,
- (2) North 85 degrees 34 minutes 01 seconds West 376.42 feet to an iron pipe in the Richard C. Hall line; thence,
- (3) with said line North 23 degrees 16 minutes 28 seconds East 129.44 feet to an iron pipe in line; thence,
- (4) South 85 degrees 34 minutes 01 seconds East 334.62 feet to the BEGINNING,

containing 1.00 acres more or less and is as surveyed by Thompson Surveying Company, P.A. of Burgaw, N.C. during May 1991.

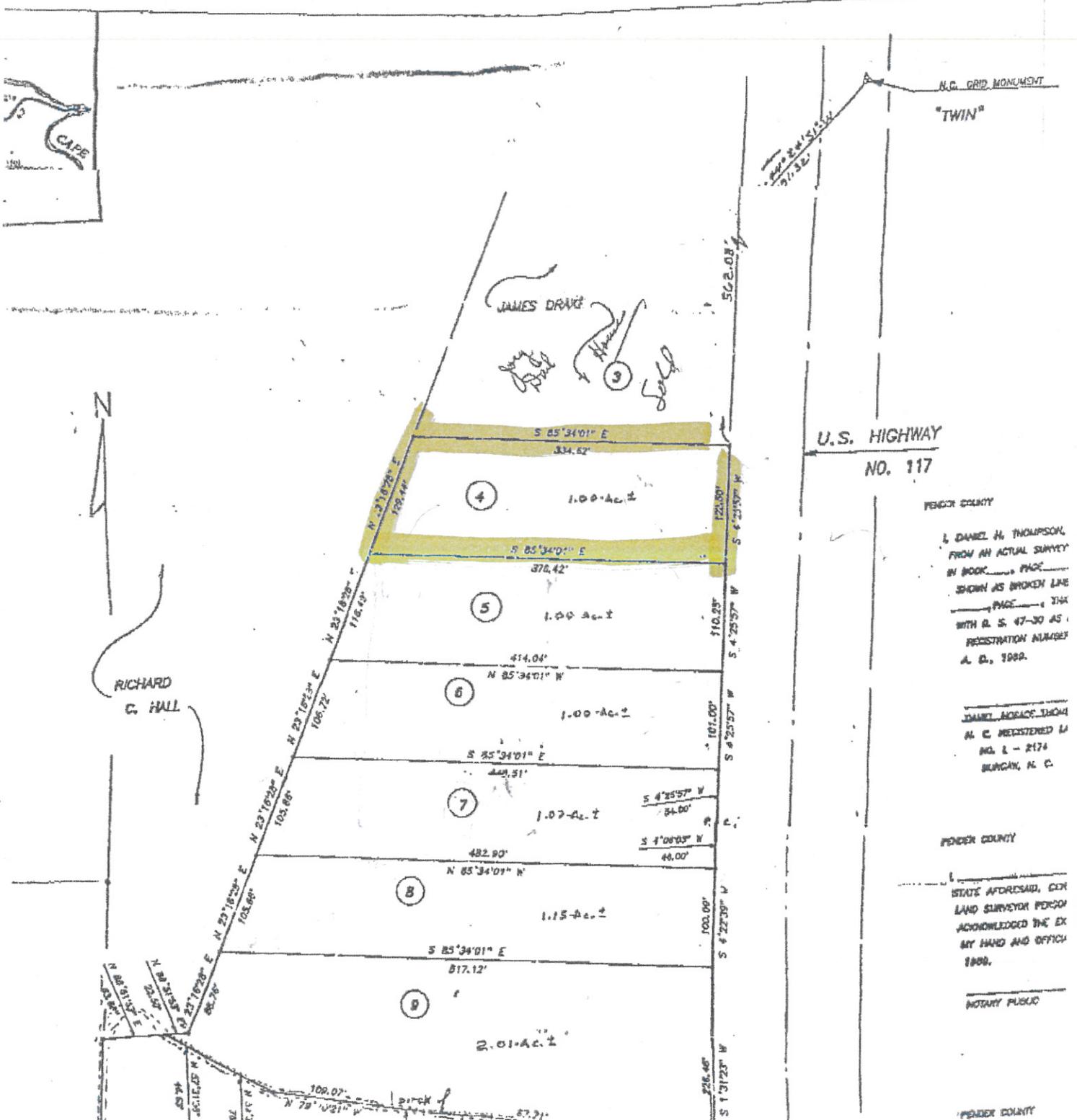
As a reference to the above described tract see Book _____, Page _____ of the Pender County Registry.

THIS conveyance is made expressly subject to the following restrictive covenants:

1. Property restricted to single-family homes containing at least 1350 square feet heated space.
2. No mobile homes (single or double-wide) shall be placed upon said lots.
3. Lot owners may keep and maintain dogs and cats on said lots, but shall be kept to a maximum of five (5) dogs and/or five (5) cats.
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4. No junk vehicles, junk or debris shall be allowed on any lot.



FENDER COUNTY

I, DANIEL H. THOMPSON,
 FROM AN ACTUAL SURVEY
 IN BOOK _____ PAGE _____
 SHOWN AS BROKEN LINE
 WITH B. S. 47-30 AS
 REGISTRATION NUMBER
 A. C., 1988.

DANIEL MORACE THOMAS
 N. C. REGISTERED L.S.
 NO. 1 - 2174
 BUNNAY, N. C.

FENDER COUNTY

STATE APPOINTED, COR.
 LAND SURVEYOR FENDER
 COUNTY, N. C.
 I HAVE ACKNOWLEDGED THE EX-
 AMPLIFICATION BY HAND AND OFFICE
 1988.

NOTARY PUBLIC

FENDER COUNTY