



COMMERCIAL CURRENT OWNER SEARCH REPORT

Order Number:
COS02024-194GF

AFX Reference Number:
79-449893-47

Subject Property:
**25207 LEE HIGHWAY
ABINGDON, VA 24211**

Effective:
05/03/2024

Completed:
05/08/2024

AFX RESEARCH, LLC

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999 Monterey St. Suite 380, San Luis Obispo, CA 93401

(877) 848-5337 / www.afxllc.com

PROPERTY AND OWNERSHIP INFORMATION

Owner's Name(s): **BILLY L. COOK, TAMMY L. COOK**

Street Address: **25207 LEE HIGHWAY**

City, State Zip Code: **ABINGDON, VA 24211**

APN/Parcel/PIN: **106B-4-18A**

County: **WASHINGTON**

DEED CHAIN

Instrument: WARRANTY DEED

Date Recorded: **12/29/2008**

Instrument: **080008434**

Dated: **12/24/2008**

Grantor(s): **ROBERT S. JONES, CAROL F. JONES**

Grantee(s): **BILLY L. COOK, TAMMY L. COOK**

TAX INFORMATION

Year:	Property Tax Status:	Due Date:	Amount:
2024	DUE		\$3,022.80
		Land Value:	\$100,000.00
		Building/Improvements:	\$403,800.00
		Total Assessed Value:	\$503,800.00

MORTGAGES AND DEEDS OF TRUST

Instrument 1. DEED OF TRUST

Date Recorded: **12/29/2008**

Instrument: **080008435**

Dated: **12/22/2008**

Original Amount: **\$230,000.00**

Mortgagor(s): **BILLY L. COOK, TAMMY L. COOK**

Mortgagee(s): **ROBERT S. JONES AND CAROL F. JONES**

Trustee(s): **THOMAS DENE**

ASSOCIATED DOCUMENTS

1) Document Type: **RECONVEYANCE/RELEASE/SATISFACTION**

Date Recorded: **11/09/2009**

Instrument: **090007362**



MORTGAGES AND DEEDS OF TRUST (cont...)

Instrument 2. DEED OF TRUST

Date Recorded: 11/06/2009

Instrument: 090007344

Dated: 11/06/2009

Original Amount: \$1,060,000.00

Mortgagor(s): BILLY L. COOK, TAMMY L. COOK

Mortgagee(s): NEW PEOPLES BANK, INC.

Trustee(s): JOYCE KILGORE AND JONATHAN MULLINS

ASSOCIATED DOCUMENTS

1) Document Type: RE-RECORDING TO CORRECT

Date Recorded: 11/14/2011

Instrument: 110005828

2) Document Type: SUBSTITUTION OF TRUSTEE

Date Recorded: 10/07/2014

Instrument: 140004537

SAMPLE



JUDGMENTS, UCC, AND LIENS

Instrument 1. FEDERAL TAX LIEN

Date Recorded: 08/09/2001

Book/Page: 41/390

Amount: \$7,794.13

Instrument 2. FEDERAL TAX LIEN

Date Recorded: 07/29/2002

Book/Page: 42/227

Amount: \$102,367.43

Instrument 3. FEDERAL TAX LIEN

Date Recorded: 11/18/2002

Book/Page: 42/696

Amount: \$69,420.09

Instrument 4. FEDERAL TAX LIEN

Date Recorded: 03/14/2003

Book/Page: 43/101

Amount: \$32,554.17

Instrument 5. FEDERAL TAX LIEN

Date Recorded: 07/21/2003

Book/Page: 43/511

Amount: \$36,463.10

Instrument 6. FEDERAL TAX LIEN

Date Recorded: 09/19/2003

Book/Page: 43/804

Amount: \$78,976.92

Instrument 7. RELEASE OF FEDERAL TAX LIEN

Date Recorded: 05/26/2004

Book/Page: 42/227

Amount: \$102,367.43

Instrument 8. STATE TAX LIEN

Date Recorded: 09/26/2006

Book/Page: 48/222

Amount: \$14,798.97

Instrument 9. RELEASE OF STATE TAX LIEN

Date Recorded: 11/02/2006

Book/Page: 48/222

Amount: \$14,798.97

Instrument 10. RELEASE OF FEDERAL TAX LIEN

Date Recorded: 01/09/2007

Book/Page: 42/696

Amount: \$69,420.09



JUDGMENTS, UCC, AND LIENS

Instrument 11. RELEASE OF FEDERAL TAX LIEN

Date Recorded: 01/09/2007

Book/Page: 43/101

Amount: \$32,554.17

Instrument 12. RELEASE OF FEDERAL TAX LIEN

Date Recorded: 01/09/2007

Book/Page: 43/511

Amount: \$36,463.10

Instrument 13. RELEASE OF FEDERAL TAX LIEN

Date Recorded: 01/09/2007

Book/Page: 43/804

Amount: \$78,976.92

Instrument 14. JUDGMENT

Date Recorded: 06/16/2010

Book/Page: 56/352

Amount: \$7,316.54

Plaintiff / Creditor / In Favor Of: TRANS OVA GENETICS L.P.

Instrument 15. STATE TAX LIEN

Date Recorded: 09/14/2010

Book/Page: 56/912

Amount: \$51,913.09

Instrument 16. JUDGMENT

Date Recorded: 09/14/2010

Book/Page: 56/917

Amount: \$48,538.01

Plaintiff / Creditor / In Favor Of: LIGHT MILLING COMPANY, INC.

Instrument 17. JUDGMENT

Date Recorded: 09/15/2010

Book/Page: 5/918

Amount: \$3,440.43

Plaintiff / Creditor / In Favor Of: BIG M FARM SERVICES, INC.

Instrument 18. STATE TAX LIEN

Date Recorded: 12/03/2010

Book/Page: 57/569

Amount: \$27,633.64

Instrument 19. FEDERAL TAX LIEN



JUDGMENTS, UCC, AND LIENS

Date Recorded: 12/03/2010

Book/Page: 57/570

Amount: \$379,422.08

Instrument 20. JUDGMENT

Date Recorded: 05/02/2011

Book/Page: 58/666

Amount: \$16,613.88

Plaintiff / Creditor / In Favor Of: WASHINGTON FARMERS COOPERATIVE, INC.

Instrument 21. FEDERAL TAX LIEN

Date Recorded: 06/10/2011

Book/Page: 58/959

Amount: \$68,638.39

Instrument 22. JUDGMENT

Date Recorded: 08/10/2011

Book/Page: 59/414

Amount: \$11,009.01

Plaintiff / Creditor / In Favor Of: E DILLON & COMPANY

Instrument 23. JUDGMENT

Date Recorded: 09/19/2011

Book/Page: 59/680

Amount: \$3,746.00

Plaintiff / Creditor / In Favor Of: RUSH OIL COMPANY

Instrument 24. JUDGMENT

Date Recorded: 11/21/2011

Book/Page: 60/197

Amount: \$9,958.15

Plaintiff / Creditor / In Favor Of: JOHNSTON MEMORIAL HOSPITAL

Instrument 25. JUDGMENT

Date Recorded: 03/09/2012

Book/Page: 61/35

Amount: \$2,163.25

Plaintiff / Creditor / In Favor Of: CROP PRODUCTION SERVICES, INC.

Instrument 26. JUDGMENT

Date Recorded: 05/24/2012

Book/Page: 61/632

Amount: \$844.56



JUDGMENTS, UCC, AND LIENS

Plaintiff / Creditor / In Favor Of: **ROCKINGHAM STEEL INC**

Instrument 27. RELEASE OF JUDGMENT

Date Recorded: **09/10/2012**

Instrument: **610000632**

Amount: **\$844.56**

Assignee: **ROCKINGHAM STEEL, INC**

Instrument 28. RELEASE OF JUDGMENT

Date Recorded: **11/14/2012**

Instrument: **610000035**

Amount: **\$2,163.25**

Assignee: **CROP PRODUCTION SERVICES, INC.**

Instrument 29. JUDGMENT

Date Recorded: **02/27/2013**

Book/Page: **63/715**

Amount: **\$43,910.05**

Plaintiff / Creditor / In Favor Of: **TRI-STATE VETERINARY SUPPLY, INC.**

Instrument 30. JUDGMENT

Date Recorded: **02/27/2013**

Book/Page: **63/716**

Amount: **\$28,683.65**

Plaintiff / Creditor / In Favor Of: **WASHINGTON COUNTY VET SERVICE, INC.**

Instrument 31. JUDGMENT

Date Recorded: **05/07/2013**

Book/Page: **64/188**

Amount: **\$3,538.52**

Plaintiff / Creditor / In Favor Of: **EQUABLE ASCENT FINANCIAL, LLC**

Instrument 32. JUDGMENT

Date Recorded: **06/07/2013**

Book/Page: **64/437**

Amount: **\$16,537.06**

Plaintiff / Creditor / In Favor Of: **UNITED RENTALS NORTH AMERICA, INC.**

Instrument 33. RELEASE OF JUDGMENT

Date Recorded: **01/15/2014**

Instrument: **590000414**

Amount: **\$11,009.01**

Assignee: **E DILLON & COMPANY D/B/A MOUNTAIN VIEW CONSTRUCTION**



JUDGMENTS, UCC, AND LIENS

Instrument 34. JUDGMENT

Date Recorded: 05/09/2014

Book/Page: 66/677

Amount: \$5,527.78

Plaintiff / Creditor / In Favor Of: THE QUIKRETE COMPANIES, INC.

Instrument 35. FEDERAL TAX LIEN

Date Recorded: 06/03/2016

Instrument: 7100232

Amount: \$313,603.23

Instrument 36. FEDERAL TAX LIEN

Date Recorded: 06/03/2016

Instrument: 710000231

Amount: \$15,120.49

Instrument 37. FEDERAL TAX LIEN

Date Recorded: 10/04/2016

Instrument: 7200038

Amount: \$44,922.77

Instrument 38. FEDERAL TAX LIEN

Date Recorded: 08/15/2017

Instrument: 740000103

Amount: \$125,640.62

Instrument 39. FEDERAL TAX LIEN

Date Recorded: 04/22/2019

Book/Page: 79/398

Amount: \$35,855.35

Instrument 40. FEDERAL TAX LIEN

Date Recorded: 06/14/2019

Book/Page: 80/84

Amount: \$3,613.62

Instrument 41. FEDERAL TAX LIEN

Date Recorded: 07/23/2019

Instrument: 800000427

Amount: \$166,053.95

Instrument 42. FEDERAL TAX LIEN

Date Recorded: 01/28/2020

Instrument: 202000207

Amount: \$11,235.70

Instrument 43. FEDERAL TAX LIEN



JUDGMENTS, UCC, AND LIENS

Date Recorded: 07/01/2020

Instrument: 202001277

Amount: \$146,828.30

Instrument 44. FEDERAL TAX LIEN

Date Recorded: 07/01/2020

Instrument: 202001278

Amount: \$323,019.29

Instrument 45. FEDERAL TAX LIEN

Date Recorded: 03/12/2021

Instrument: 210001014

Amount: \$92,340.53

Instrument 46. JUDGMENT

Date Recorded: 09/28/2021

Instrument: 210003247

Amount: \$795,516.86

Plaintiff / Creditor / In Favor Of: UNITED STATES OF AMERICA

Instrument 47. JUDGMENT

Date Recorded: 09/28/2021

Instrument: 210003248

Amount: \$718,066.91

Plaintiff / Creditor / In Favor Of: UNITED STATES OF AMERICA

Instrument 48. STATE TAX LIEN

Date Recorded: 06/30/2022

Instrument: 220002003

Amount: \$64,858.29

Instrument 49. RELEASE OF FEDERAL TAX LIEN

Date Recorded: 07/15/2022

Instrument: 220002137

Amount: \$15,120.49

Instrument 50. JUDGMENT

Date Recorded: 03/16/2023

Instrument: 230000865

Amount: \$18,474.36

Plaintiff / Creditor / In Favor Of: BEST BLOCK, LLC



MISCELLANEOUS INSTRUMENTS

NO MISCELLANEOUS INSTRUMENTS FOUND.

SAMPLE



THANK YOU FOR YOUR ORDER**For questions, please contact our office at 1-877-848-5337.****Order Number:
COS02024-194GF****AFX Reference Number:
79-449893-47**

The Current Owner Search provides ownership and encumbrance information from the time the current owner purchased the property, up to present time. The report will verify property ownership, check property tax status and report on any encumbrances recorded during the current ownership, including: mortgages, taxes, liens and judgments.

Our professional network of trained researchers follow established industry protocols and use client-supplied property information to complete this Current Owner Search. The report includes:

- Current deed information (i.e. grantor, grantee, recording dates)
- Property tax status, when available
- Lien and judgment information (i.e. creditor, amounts, and recording dates)
- Copy of the most recently recorded deed

DISCLAIMER

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PROPERTY

Parcel Information

Parcel Record Number (PRN) **33567** Town/District **HARRISON**
 Account Name **COOK BILLY L & TAMMY L**
 Account Name2
 Care Of
 Address1 **27493 OLD SALTWORKS RD**
 Address2
 City, State Zip **MEADOWVIEW, VA 24361**
 Business Name
 Location Address(es) **25207 LEE HWY**

Map Number

Map Number	Sheet	Insert	DoubleCircle	Block	Lot	SubLot
106B-4-18A	106	B	4		18	A

Total Acres **0.0**
 Deed **D-2008-8434**
 Additional Deed
 Will **NONE**
 Plat **P-19-102**
 Additional Plat
 Route
 Legal Desc 1 **PT TR 18 ROBERTS DALE SUB**
 Legal Desc 2
 Zoning **B2 - BUSINESS, GENERAL**
 State Class **41 - COMMERCIAL**
 Topology **LEVEL**
 Utilities **NONE**

Assessed Values

Type	Current Value (2024)	Previous Value (2023)
Land	\$100,000	\$100,000
Main Structures	\$378,200	\$378,200
Other Structures	\$25,600	\$25,600
TOTALS	\$503,800	\$503,800

NOTE: Previous value shows total improvements as Main Structures value.

Sales History

Grantor	Sale Price	Instrument	Number of Tracts	Sale Date
JONES ROBERT S & CAROL F	\$330,000	DEED-2008-8434	1	12/29/2008
BYRD PROPERTIES LIMITED PARTNERSHIP	\$275,000	DEED-2006-1626	1	03/10/2006
LAMBERT NICK J	\$229,500	DEED-2003-37138	1	05/02/2003
	\$0	DEEDBOOK-1045-297	1	04/23/1999

Land Segments

Seg	Description	Size	AdjRate	Value	Water	Sewer
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1	COMMERCIAL	.00	\$100,000	\$100,000	PUBLIC	PUBLIC
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Land Use

SegmentType	LandUseClass	LandUseClassDesc	Acreage	RatePerAcre	ValueCurrentAssessedLandUse
No data to display					

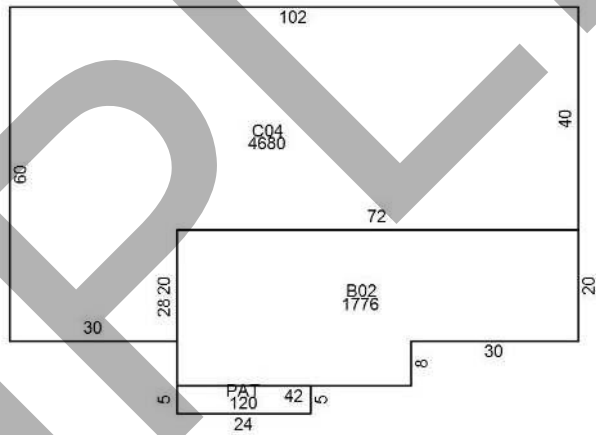
Main Structures

Main Structure 1	Main Structure Value	\$378,200	Rooms	8
	Bedrooms	0	Heated Sq Ft	8,232
	Cost/Heated SqFt	\$45.28	Occupancy	COMMERCIAL PROPERTY

Main Structure Photo



Main Structure Sketch



Main Structure Attributes

Type	Code	# Of
A/C	CENTRAL AIR CONDITIONING	8,232
BASEMENTS	NONE	
CARPORTS	NONE	1
ELECTRIC	ELECTRIC	8,232
EXTFIN	CINDERBLOCK	8,232
FLOOR	CARPET	8,232
FLOOR	TILE	8,232
FOUNDATION	SLAB	
FUEL	ELECTRIC	8,232
GARAGES	NONE	1
GAS	NO PUBLIC GAS	8,232
HEAT	HEAT PUMP	8,232
PLUMBING	FULL BATHS	4
PLUMBING	HALF BATHS	
ROOF MATERIAL	COMPOSITION SHINGLE	8,232

ROOF TYPE	GABLE	8,232
WALL	DRYWALL	8,232
WALL	PANELED	8,232

Main Structure Sections

Sec	% Cmpl	Class	Description	Area	Story Hgt	Yr Built	Eff Yr
1-0	100	C04	MASONRY WAREHSE/SHOP	4,680	1.00	2012	2012
2-0	100	B02	OFF BLDG-CINDERBLOCK	1,776	2.00	2012	2012
3-0	100	PAT	PATIO	120	1.00	2012	2012

Other Structures

Sec	Description	Class	Area	BaseRate	Story Height	YearBlt	Value
1	SHED-METAL	I707	864	\$10.00	1.00	0	\$8,640
2	FENCE-CL	I251	1	\$0.00	1.00	0	\$6,000
3	PAVEMENT	I570	1	\$0.00	1.00	0	\$10,000
4	SIGN	I790	1	\$0.00	1.00	0	\$1,000

WASHINGTON COUNTY
Taxpayer Portal

View Parcel 106B-4-18A - COOK BILLY L & TAMMY L

Account Number:

10027468

GPIN:

33567

Address:

25207 LEE HWY

ABINGDON, VA 24211

Current Balance:

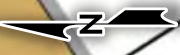
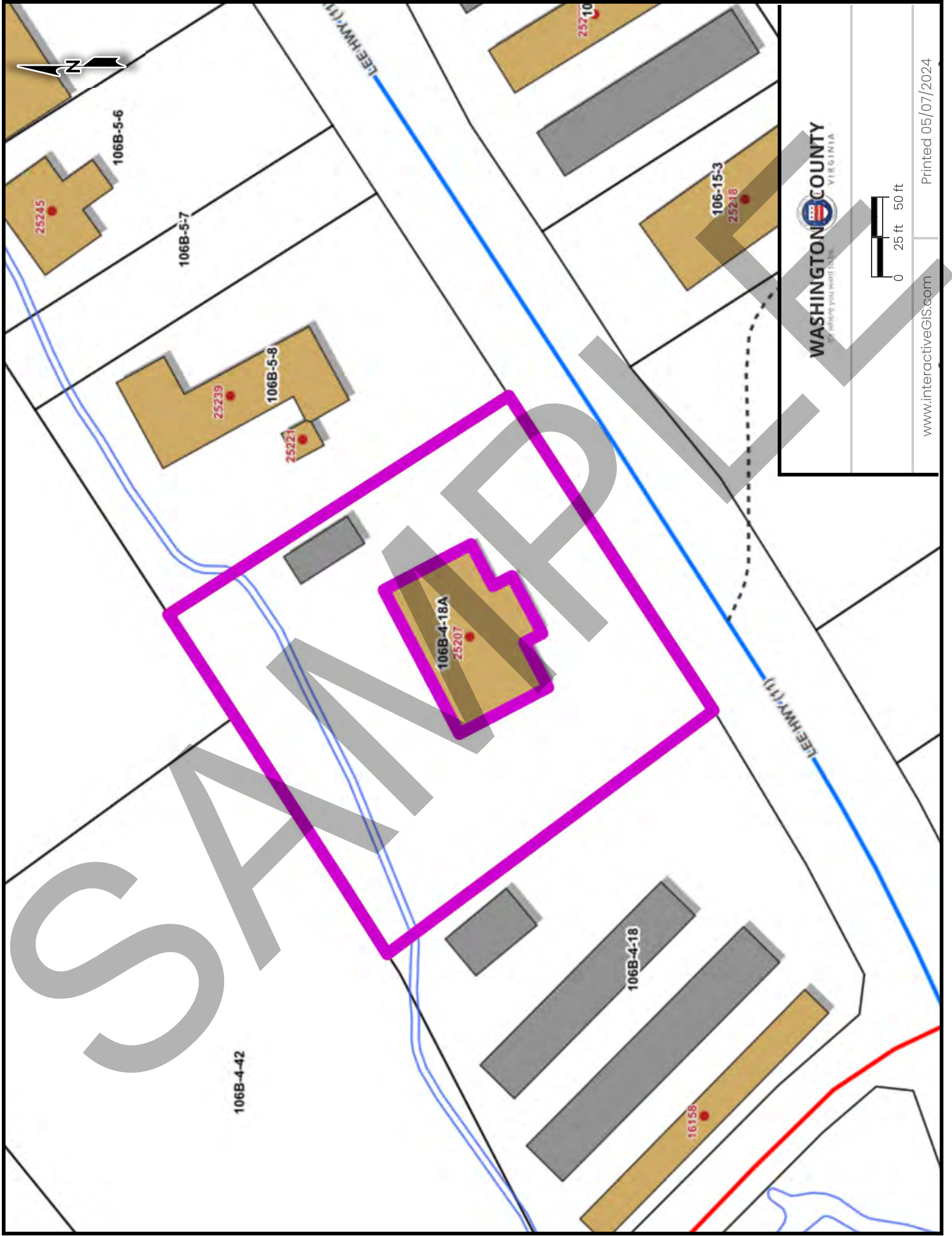
\$1,511.40

Total Balance:

\$3,022.80

Outstanding Bills

	Tax	Fees	Penalty	Interest	Balance
Bill 2024-1 - Due 5/20/2024					
Real Estate Cycle 1	\$1,511.40	\$0.00	\$0.00	\$0.00	\$1,511.40
	\$1,511.40	\$0.00	\$0.00	\$0.00	\$1,511.40
Bill 2024-2 - Due 11/20/2024					
Real Estate Cycle 2	\$1,511.40	\$0.00	\$0.00	\$0.00	\$1,511.40
	\$1,511.40	\$0.00	\$0.00	\$0.00	\$1,511.40
Total Outstanding	\$3,022.80	\$0.00	\$0.00	\$0.00	\$3,022.80



DEEDS EXHIBIT

SAMPLE

RELIABLE PROPERTY RESEARCH

INST080008434

DENE & DENE, P.C.
Attorneys at Law
138 Court Street NE
Abingdon, VA 24210
(276) 628.8644
Prepared This Instrument

67

THIS DEED made and entered into this 22~~nd~~ day of December, 2008 by and between ROBERT S. JONES and CAROL F. JONES, husband and wife, Grantors, and BILLY L. COOK and TAMMY L. COOK, husband and wife, Grantees.

WITNESSETH:

That for and in consideration of the sum of Three Hundred and Thirty Thousand Dollars (\$330,000.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, Grantors do hereby bargain, grant, sell and convey with covenants of General Warranty and English Covenants of Title unto the Grantees, as tenants by the entirety with rights of survivorship as at common law, and not as tenants in common, all that certain tract or parcel of land lying and being in the Harrison Magisterial District of Washington County, Virginia, and being the eastern portion of TRACT NO. EIGHTEEN (18) of the "ROBERT DALE SUBDIVISION", containing 1.36 acres as shown on a plat partially entitled "BYRD PROPERTIES LIMITED PARTNERSHIP", prepared by John S. Rasnick, LS No. 002003, dated February 14, 2006, of record in the Clerk's Office of the Circuit Court of Washington County, Virginia, attached to Instrument 060001626, to which plat reference is made for a metes and bounds description of the land herein conveyed.

Tax Map No. 106B-4-18A

Tax Valuation = \$ 212,600.00

Title Insurance = Unknown

BEING the same property conveyed to Robert S. Jones and Carol F. Jones, husband and wife, by Byrd Properties Limited Partnership by deed dated March 10, 2006 of record in said Clerk's Office.

This conveyance is made subject to all conditions, restrictions, easements, zoning ordinances and rights of way of record in said Clerk's Office as they pertain to the property herein conveyed.

WITNESS the following signatures and seals:

INSTRUMENT #080008434
RECORDED IN THE CLERK'S OFFICE OF
WASHINGTON COUNTY ON
DECEMBER 29, 2008 AT 01:47PM
\$350.00 GRANTOR TAX WAS PAID AS
REQUIRED BY SEC 58.1-902 OF THE VA. CODE
STATE: \$165.00 LOCAL: \$165.00



ROBERT S. JONES (SEAL)



CAROL F. JONES (SEAL)

PATRICIA S. MOORE, CLERK
RECORDED BY: PJS

STATE OF VIRGINIA,
COUNTY OF WASHINGTON, to-wit:

The foregoing instrument was acknowledged before me this 29th day of December, 2008 by Robert S. Jones and Carol F. Jones.



Notary Public

Registration No. _____

My commission expires _____



PATRICIA S. MOORE, CLERK

MORTGAGES / DEEDS OF TRUST EXHIBIT

SAMPLE

RELIABLE PROPERTY RESEARCH

DENE & DENE, P.C.
 Attorneys at Law
 138 Court Street, NE
 Abingdon, Virginia 24210
 (76) 628.8644
 Prepared This Instrument

INST 080008435

DEED OF TRUST

Tax Map No: 106B-4-18A

THIS DEED OF TRUST is dated the 22nd day of December, 2008, among BILLY L. COOK and TAMMY L. COOK, husband and wife, whose address is 27493 Old Saltworks Road, Meadowview, VA 24361 (referred to below as "Grantor"); and ROBERT S. JONES and CAROL F. JONES, whose address is 120 South Court Street, Abingdon, VA 24210 (referred to below as "Beneficiary"); and THOMAS DENE, whose address is DENE & DENE, PC, 138 Court Street, NE, Abingdon, VA 24210, ("Grantee," also referred to below as "Trustee").

1 CONVEYANCE AND GRANT

For valuable consideration, Grantor conveys, transfers, encumbers and pledges and assigns to Trustee for the benefit of Beneficiary, all of Grantor's present and future right, title and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; and all rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, located in Abingdon, Virginia (the "Real Property"):

All that certain tract or parcel of land lying and being in the Harrison Magisterial District of Washington County, Virginia, and being the eastern portion of TRACT NO. EIGHTEEN (18) of "ROBERT DALE SUBDIVISION", containing 1.36 acres as shown on a plat partially entitled "BYRD PROPERTIES LIMITED PARTNERSHIP", prepared by John S. Rasnick, LS No. 002003, dated February 14, 2006, of record in the Clerk's Office of the Circuit Court of Washington County, Virginia attached to Instrument 060001626, to which plat reference is made for a metes and bounds description of the land herein conveyed, BEING the same property conveyed to Billy L. Cook and Tammy L. Cook, husband and wife, by Robert S. Jones and Carol F. Jones, husband and wife, by deed recorded in said Clerk's Office immediately prior to this Deed of Trust.

The Real Property or its address is commonly known as 25207 Lee Highway, Abingdon, VA 24210.

Grantor presently assigns absolutely and irrevocably to Beneficiary all of Grantor's right, title and interest in and to all present and future leases of the Property and all rents from the Property. In addition, Grantor grants Beneficiary a Uniform Commercial Code security interest in the Rents and Personal Property defined below.

2 DEFINITIONS

The following words shall have the following meanings when used in this Deed of Trust. Terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

Beneficiary. The word "Beneficiary" means Robert S. Jones and Carol F. Jones, their successors and/or assigns.

2.1 Borrower. The word "Borrower" means Billy L. Cook and Tammy L. Cook, husband and wife, and each and every person or entity signing the Note.

2.2 Deed of Trust. The words "Deed of Trust" mean this Deed of Trust among Grantor, Beneficiary and Trustee.

2.3 Grantor. The word "Grantor" means any and all persons and entities executing this Deed of Trust. Any Grantor who signs this Deed of Trust, but does not sign the Note, is signing this Deed of Trust only to grant and convey that Grantor's interest in the Real Property and to grant a security interest in Grantor's interest in the Rents and Personal Property to Beneficiary and is not personally liable under the Note except as otherwise provided by contract or law.

2.4 Guarantor. The word "Guarantor" means and includes without limitation any and all guarantors, sureties and accommodation parties in connection with the indebtedness and their personal representatives, successors and assigns.

2.5 Improvements. The word "Improvements" means and includes without limitation all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

2.6 Indebtedness. The word "Indebtedness" means all principal and interest, together with all other fees, costs and charges, if any, payable under the Note and any amounts expended or advances by Beneficiary to discharge obligations of Grantor or expenses incurred by Trustee or Beneficiary to enforce obligations of Grantor under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust. In addition to the Note, the word "Indebtedness" includes all obligations, debts and liabilities, plus interest thereon, of Borrower to Beneficiary, or any one or more of them, as well as all claims by Beneficiary against Borrower, or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, absolute or contingent, liquidated or unliquidated and whether Borrower may be liable individually or jointly with others, whether obligated as guarantor or otherwise, and whether recovery upon such indebtedness may be or hereafter may become barred by any statute of limitations, and whether such indebtedness may be or hereafter may become otherwise unenforceable. The maximum principal amount secured by this Deed of Trust is \$ 230,000.00 plus interest and costs of collection.

2.7 Beneficiary. The word "Beneficiary" means ROBERT S. JONES and CAROL F. JONES, their successors and assigns.

2.8 Note. The word "Note" means the Note dated the 22nd day of December, 2008 in the principal amount of \$230,000.00 from Borrower to Beneficiary, together with all renewals, extensions, modifications, refinancings, and substitutions for the Note. The maturity date of the Note is the 31st day of March, 2009.

31st 2.4.5
 4c

2.9 Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

2.10 Property. The word "Property" means collectively the Real Property and the Personal Property.

2.11 Real Property. The words "Real Property" mean the property, interests and rights described above in the "Conveyance and Grant" section.

2.12 Related Documents. The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the indebtedness.

2.13 Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

2.14 Trustee. The word "Trustee" means Thomas Dene and any substitute or successor trustee. If more than one person is named as trustee, the word "Trustee" means each such person.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF BORROWER UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

3 GRANTOR'S REPRESENTATIONS AND WARRANTIES

Grantor warrants that: (a) Grantor has the full power, right and authority to enter into this Deed of Trust and to hypothecate the Property; (b) the provisions of this Deed of Trust do not conflict with, or result in a default under any agreement or other instrument binding upon Grantor and do not result in a violation of any law, regulation, court decree or order applicable to Grantor; (c) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (d) Beneficiary has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).

4 PAYMENT AND PERFORMANCE

Except as otherwise provided in this Deed of Trust, Borrower shall pay to Beneficiary all indebtedness secured by this Deed of Trust as it becomes due, and Borrower and Grantor shall strictly perform in a timely manner all their respective obligations under the Note, this Deed of Trust and the Related Documents.

5 POSSESSION AND MAINTENANCE OF THE PROPERTY

Grantor and Borrower agree that Grantor's possession and use of the Property shall be governed by the following provisions:

5.1 **Possession and Use.** Until the occurrence of an Event of Default, Grantor may (a) remain in possession and control of the Property, (b) use, operate and manage the Property, and (c) acting as Beneficiary's agent, collect any Rents from the Property.

5.2 **Duty to Maintain.** Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

5.3 **Hazardous Substances.** The terms "hazardous waste," "hazardous substance," "disposal," "release," and "threatened release," as used in this Deed of Trust, shall have the same meanings as set forth in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transport Act, 49 U.S.C. Section 1801 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or Federal laws, rules or regulations adopted pursuant to any of the foregoing. The terms "hazardous waste" and "hazardous substance" shall also include, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos. Grantor represents and warrants to Beneficiary that: (a) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous waste or substance by any person on, under, about or from the Property; (b) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Beneficiary in writing, (i) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous waste or substance on, under, about or from the Property by any prior owners or occupants of the Property or (ii) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (c) Except as previously disclosed to and acknowledged by Beneficiary in writing, (i) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of, or release any hazardous waste or substance on, under, about or from the Property and (ii) any such activity shall be conducted in compliance with all applicable federal, state and local laws, regulations and ordinances, including without limitation those laws, regulations and ordinances described above. Grantor authorizes Beneficiary and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Beneficiary may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Beneficiary shall be for Beneficiary's purposes only and shall not be construed to create any responsibility or liability on the part of Beneficiary to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for hazardous waste and hazardous substances. Grantor hereby (a) releases and waives any future claims against Beneficiary for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws, and (b) agrees to indemnify and hold harmless Beneficiary against any and all claims, losses, liabilities, damages, penalties and expenses which Beneficiary may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or in-

terest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Deed of Trust, including the obligation to indemnify, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Beneficiary's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Grantor represents and warrants that the Property never has been, and never will be so long as this Deed of Trust remains a lien on the Property, used for the generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance in violation of any Environmental Laws. Grantor authorizes Beneficiary and its agents to enter upon the Property to make such inspections and tests as Beneficiary may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Grantor hereby (a) releases and waives any future claims against Beneficiary for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws, and (b) agrees to indemnify and hold harmless Beneficiary against any and all claims and losses resulting from a breach of this paragraph of the Deed of Trust. This obligation to indemnify shall survive the payment of the Indebtedness and the satisfaction of this Deed of Trust.

5.4 Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove or grant to any other party the right to remove any timber, minerals (including gas and oil), soil, gravel or rock products without the prior written consent of Beneficiary.

5.5 Removal of Improvements. Grantor shall not demolish or remove any improvements from the Real Property without the prior written consent of Beneficiary. As a condition to the removal of any improvements, Beneficiary may require Grantor to make arrangements satisfactory to Beneficiary to replace such improvements with improvements of at least equal value.

5.6 Beneficiary's Right to Enter. Beneficiary and its agents and representatives may enter upon the Real Property at all reasonable times to attend to Beneficiary's interest and to inspect the Property for purposes of Grantor's compliance with the terms and conditions of this Deed of Trust.

5.7 Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances and regulation, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property. Grantor may contest in good faith any such law, ordinance or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Beneficiary in writing prior to doing so and so long as, in Beneficiary's sole opinion, Beneficiary's interests in the Property are not jeopardized. Beneficiary may require Grantor to post adequate security or a surety bond, satisfactory to Beneficiary, to protect Beneficiary's interest.

5.8 Duty to Protect. Grantor agrees neither to abandon nor leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and the use of the Property are necessary to protect and preserve the Property.

5.9 DUE ON SALE--CONSENT BY BENEFICIARY.

THE DEBT SECURED HEREBY IS SUBJECT TO CALL IN FULL OR THE TERMS THEREOF BEING MODIFIED IN THE EVENT OF SALE OR CONVEYANCE OF THE PROPERTY CONVEYED. Beneficiary may, at its option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without the Beneficiary's prior written consent, of all of any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest therein; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of Real Property interest. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interest, as the case may be, of Grantor. However, this option shall not be exercised by Beneficiary if such exercise is prohibited by federal law or by Virginia law.

6. TAXES AND LIENS

The following provisions relating to the taxes and liens on the Property are a part of this Deed of Trust.

6.1 **Payment.** Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Beneficiary under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

6.2 **Right to Contest.** Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Beneficiary's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises, or if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Beneficiary, deposit with Beneficiary cash or a sufficient corporate surety bond or other security satisfactory to Beneficiary in an amount sufficient to discharge the lien plus any costs and attorneys' fees or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Beneficiary and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Beneficiary as an additional obligee under any surety bond furnished in the contest proceedings.

6.3 **Evidence of Payment.** Grantor shall upon demand furnish to Beneficiary satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Beneficiary at any time a written statement of the taxes and assessments against the Property.

6.4 Notice of Construction. Grantor shall notify Beneficiary at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Beneficiary furnish to Beneficiary advances assurances satisfactory to Beneficiary that Grantor can and will pay the cost of such improvements.

7. PROPERTY DAMAGE INSURANCE

The following provisions relating to insuring the Property are a part of this Deed of Trust.

7.1 Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Beneficiary, together with such other hazard and liability insurance as Beneficiary may require. Policies shall be written in form, amounts, coverages and basis acceptable to Beneficiary and issued by a company or companies acceptable to Beneficiary. Grantor, upon request of Beneficiary, will deliver to Beneficiary from time to time the policies or certificates of insurance in form satisfactory to Beneficiary including stipulations that coverages will not be cancelled or diminished without at least ten (10) days' prior written notice to Beneficiary. Each insurance policy also shall include an endorsement providing that coverage in favor of Beneficiary will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property at any time become located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Beneficiary that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior lien on the Property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Beneficiary, and to maintain such insurance for the term of the loan.

7.2 Application of Proceeds. Grantor shall promptly notify Beneficiary of any loss or damage to the Property. Beneficiary may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Beneficiary's security is impaired, Beneficiary may, at its election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Beneficiary elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Beneficiary. Beneficiary shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Beneficiary has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Beneficiary under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Beneficiary holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

7.3 Unexpired Insurance at Sale. Any unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the Property covered by this Deed of Trust at any trustee's sale or other sale held under the provisions of this Deed of Trust, or at any foreclosure sale of such Property.

8. EXPENDITURES BY BENEFICIARY

If Grantor fails to comply with any provision of this Deed of Trust, or if any action or proceeding is commenced that would materially affect Beneficiary's interests in the Property, Beneficiary on Grantor's behalf may, but shall not be required to, take any action that Beneficiary deems appropriate on the Property and paying all costs for insuring, maintaining and preserving the Property. Any amount that Beneficiary expends in so doing will bear interest at the rate provided for in the Note from the date incurred or paid by Beneficiary to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Beneficiary's option, will (a) be payable on demand, (b) be added to the balance of this Note and be apportioned among and be payable with any installment payments to become due during either (i) the term of any applicable insurance policy or (ii) the remaining term of the Note, or (c) be treated as a balloon payment which will be due and payable at the Note's maturity. This Deed of Trust also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Beneficiary may be entitled on account of the default. Any such action by Beneficiary shall not be construed as curing the default so as to bar Beneficiary from any remedy that it otherwise would have had.

9. WARRANTY; DEFENSE OF TITLE

The following provisions relating to ownership of the Property are a part of this Deed of Trust.

9.1 Title. Grantor warrants generally that: (a) Grantor holds good and marketable title to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report or final title opinion issued in favor of, and accepted by, Beneficiary in connection with this Deed of Trust, and (b) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Beneficiary.

9.2 Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Trustee or Beneficiary under this Deed of Trust, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Beneficiary shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Beneficiary's own choice, and Grantor will deliver, or cause to be delivered, to Beneficiary such instruments as Beneficiary may request from time to time to permit such participation.

9.3 Compliance with Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances and regulations of governmental authorities.

9.4 No Modification. Grantor shall not enter into any agreement with the holder of any mortgage, deed of trust, or other security agreement which has priority over this Deed of

Trust by which that agreement is modified, amended, extended, or renewed without the prior written consent of Beneficiary. Grantor shall neither request nor accept future advances under any such security agreement without the prior written consent of Beneficiary.

10. CONDEMNATION

The following provisions relating to condemnation proceedings are a part of this Deed of Trust.

10.1 Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Beneficiary may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Beneficiary in connection with the condemnation.

10.2 Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Beneficiary in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Beneficiary shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Beneficiary such instruments as may be requested by it from time to time to permit such participation.

11. IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES

The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

11.1 Current Taxes, Fees and Charges. Upon request by Beneficiary, Grantor shall execute such documents in addition to this Deed of Trust and take whatever action is requested by Beneficiary to perfect and continue Beneficiary's lien on the Real Property. Grantor shall reimburse Beneficiary for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation, all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

11.2 Taxes. The following shall constitute taxes to which this section applies: (a) a specific tax upon this type of Deed of Trust or upon all or any part of the Indebtedness secured by this Deed of Trust; (b) a specific tax on Borrower which Borrower is authorized or required to deduct from payments on the Indebtedness secured by this type of Deed of Trust; (c) a tax on this type of Deed of Trust chargeable against the Beneficiary or the holder of the Note; and (d) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Borrower.

11.3 Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default (as defined below), and Beneficiary may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (a) pays the tax before it becomes delinquent, or (b) contests the tax as provided above in the Taxes and Liens section and deposits with Beneficiary cash or a sufficient corporate surety bond or other security satisfactory to Beneficiary.

12. SECURITY AGREEMENT; FINANCING STATEMENTS

The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust.

12.1 Security Agreement. This instrument shall constitute a security agreement to the extent any of the Property constitutes fixtures or other personal property, and Beneficiary shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

12.2 Security Interest. Upon request by Beneficiary, Grantor shall execute financing statements and take whatever other action is requested by Beneficiary to perfect and continue Beneficiary's security interest in the Rents and Personal Property. In addition to recording this Deed of Trust in the real property records, Beneficiary may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Beneficiary for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall assemble the Personal Property in a manner and at a place convenient to Beneficiary and make it available to Beneficiary promptly following Beneficiary's request.

12.3 Addresses. The mailing addresses of Grantor (debtor) and Beneficiary (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are stated on the first page of this Deed of Trust.

13. FURTHER ASSURANCES; ATTORNEY-IN-FACT

The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust.

13.1 Further Assurances. At any time, and from time to time, upon request of Beneficiary, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Beneficiary or to Beneficiary's designee, and when requested by Beneficiary, cause to be filed, recorded, refiled or rerecorded, as the case may be, at such times and in such offices and places as Beneficiary may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Beneficiary, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (a) the obligations of Grantor and Borrower under the Note, this Deed of Trust, and the Related Documents, and (b) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or agreed to the contrary by Beneficiary in writing, Grantor shall reimburse Beneficiary for all costs and expenses incurred in connection with the matters referred to in this paragraph.

13.2 Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Beneficiary may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Beneficiary as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as

may be necessary or desirable, in Beneficiary's sole opinion, to accomplish the matters referred to in the preceding paragraph.

14. FULL PERFORMANCE

If Borrower pays all of the Indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Deed of Trust, Beneficiary shall execute and deliver to Trustee a request for full reconveyance and shall execute and deliver to Grantor suitable statements of termination of any financing statement on file evidencing Beneficiary's security interest in the Rents and the Personal Property. Any reconveyance fee required by law shall be paid by Grantor, if permitted by applicable law.

15. DEFAULT

Each of the following, at the option of Beneficiary, shall constitute an event of default ("Event of Default") under this Deed of Trust:

15.1 Default on Indebtedness. Failure of Borrower to make any payment when due on the Indebtedness.

15.2 Default on Other Payments. Failure of Grantor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

15.3 Compliance Default. Failure of Grantor or Borrower to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

15.4 Default in Favor of Third Parties. Should Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's ability to repay the indebtedness or perform Grantor's obligations under this Deed of Trust or any Related Document.

15.5 False Statements. Any warranty, representation or statement made or furnished to Beneficiary by or on behalf of Grantor or Borrower under this Deed of Trust, the Note or the Related Documents that is false or misleading in any material respect, either now or at the time made or furnished.

15.6 Defective Collateralization. This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral documents to create a valid and perfected security interest or lien) at any time and for any reason.

15.7 Death or Insolvency. The dissolution or termination of Grantor's existence as a going business, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of credit workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

15.8 Foreclosure, Forfeiture, etc. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any credi-

tor of Grantor or by any governmental agency against any of the Property. However, this subsection shall not apply in the event of a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the foreclosure or forfeiture proceeding, provided that Grantor gives Beneficiary written notice of such claim and furnishes reserves or a surety bond for the claim satisfactory to Beneficiary.

15.9 Breach of Other Agreement. Any breach by Grantor or Borrower under the terms of any other agreement between Grantor or Borrower and Beneficiary that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor or Borrower to Beneficiary, whether existing now or later.

15.10 Events Affecting Guarantor. Any of the preceding events occurs with respect to Guarantor or any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness. Beneficiary, at its option, may, but shall not be required to, permit the Guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Beneficiary, and, in doing so, cure the Event of Default.

15.11 Insecurity. Beneficiary in good faith deems itself insecure. However, if the reason Beneficiary has deemed itself insecure is a late payment, and if Borrower makes that payment, including any late charge, within ten (10) days of its due date, Beneficiary will not take any action based on being insecure.

15.12 Right to Cure. If such a failure is curable and if Grantor or Borrower has not been given a notice of a breach of the same provision of this Deed of Trust within the preceding twelve (12) months, it may be cured (and no Event of Default will have occurred) if Grantor or Borrower, after Beneficiary send written notice demanding cure of such failure: (a) cures the failure within fifteen (15) days; or (b) if the cure requires more than fifteen (15) days, immediately initiates steps sufficient to cure the failure and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

16. RIGHTS AND REMEDIES ON DEFAULT

Upon the occurrence of any Event of Default and at any time thereafter, Trustee or Beneficiary, at its option, may exercise any one or more of the following rights and remedies, in addition to any other rights and remedies provided by law:

16.1 Accelerate Indebtedness. Beneficiary shall have the right at its option to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Borrower would be required to pay. This right is in addition to all other rights given to holders of promissory notes under Title 55 of the Code of Virginia.

16.2 Foreclosure. With respect to all or any part of the Real Property, the Trustee shall have the right to foreclose by notice and sale, and Beneficiary shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law. Grantor expressly waives and releases any requirement or obligation that Beneficiary or Trustee present evidence or otherwise proceed before any court or other judicial or quasi-judicial body as a precondition to or otherwise incident to the exercise of the powers of sale authorized

by this Deed of Trust. If Beneficiary invokes the power of sale, Beneficiary or Trustee shall give to Grantee (and the owner of the Property, if a different person) notice of sale in the manner prescribed by applicable law. Trustee shall give public notice of sale by advertising, in accordance with applicable law, once a week for two successive weeks in a newspaper having general circulation in the county or city in which any part of the Property is located, and by such additional or any different form of advertisement the Trustee deems advisable. Trustee may sell the Property on the eighth day after the first advertisement or any day thereafter, but not later than 30 days following the last advertisement. Trustee, without demand on Grantor, may sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by advertising in accordance with applicable law. Beneficiary or its designee may purchase the Property at any sale. Trustee shall deliver to the purchaser Trustee's deed conveying the Property with special warranty of title. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. The proceeds of sale shall be applied by Trustee as follows: (a) first, to pay all proper advertising expenses, auctioneer's allowance, the expenses, if any, required to correct any irregularity in the title, premium for Trustee's bond, auditor's fee, attorneys' fees, and all other expenses of sale incurred in or about the protection and execution of this Deed of Trust, and all moneys advanced for taxes, assessments, insurance and with interest thereon at the rate provided in the Note, and all taxes and assessments due upon the Property at time of sale, and to retain as compensation a commission of five percent (5%) on the amount of the sale or sales; (b) second, to pay the whole amount then remaining unpaid on the Indebtedness; (c) third, to pay liens of record against the Property according to their priority of lien and to the extent that funds remaining in Trustee's hands are available; and (d) last, to pay the remainder of the proceeds, if any, to Grantor, Grantor's heirs, personal representatives, successors or assigns upon the delivery and surrender to the purchaser of possession of the Property, less costs and expenses of obtaining possession.

16.3 UCC Remedies. With respect to all or any part of the Personal Property, Beneficiary shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

16.4 Collect Rents. Beneficiary shall have the right, without notice to Grantor or Borrower, to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Beneficiary's costs, against the Indebtedness. In furtherance of this right, Beneficiary may require any tenant or other user of the Property to make payments of rent or use fees directly to Beneficiary. If the Rents are collected by Beneficiary, then Grantor irrevocably designates Beneficiary as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Beneficiary in response to Beneficiary's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Beneficiary may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

16.5 Appoint Receiver. Beneficiary shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Beneficiary's right to the ap-

pointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Beneficiary shall not disqualify a person from serving as a receiver.

16.6 Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Beneficiary otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Beneficiary or the purchaser of the Property and shall, at Beneficiary's option, either (a) pay a reasonable rental for use of the Property, or (b) vacate the Property immediately upon the demand of Beneficiary.

16.7 Other Remedies. Trustee or Beneficiary shall have any other right or remedy provided in this Deed of Trust or the Note or by law.

16.8 Notice of Sale. Beneficiary shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or if the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least fourteen (14) days before the time of the sale or disposition. Any sale of Personal Property may be made in conjunction with any sale of the Real Property.

16.9 Sale of the Property. To the extent permitted by applicable law, Grantor and Borrower hereby waive any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Beneficiary shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Beneficiary shall be entitled to bid at any public sale on all or any portion of the Property.

16.10 Waiver; Election of Remedies. A waiver by any party of a breach of a provision of this Deed of Trust shall not constitute a waiver or prejudice the party's rights otherwise to demand strict compliance with that provision or any other provision. Election by Beneficiary to pursue any remedy provided in this Deed of Trust, Note, in any Related Document, or provided by law shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor or Borrower under this Deed of Trust after failure of Grantor or Borrower to perform shall not affect Beneficiary's right to declare a default and to exercise any of its remedies.

16.11 Attorneys' Fees; Expenses. If Beneficiary institutes any suit or action to enforce any of the terms of this Deed of Trust, Beneficiary shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and on any appeal. Whether or not any court action is involved, all reasonable expenses incurred by Beneficiary which in Beneficiary's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Beneficiary's attorneys' fees whether or not there is a lawsuit, including attorneys' fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, appraisal fees, title insurance, and fees for the Trustee, to

the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

16.12 Rights of Trustee. Trustee shall have all of the rights and duties of Beneficiary as set forth in this section.

17. POWERS AND OBLIGATIONS OF TRUSTEE

The following provisions related to the powers and obligations of Trustee are part of this Deed of Trust.

17.1 Powers of Trustee. In addition to all powers of Trustee arising as a matter of law, Trustee (and each of them if more than one) shall have the power to take the following actions with respect to the Property upon the written request of Beneficiary and Grantor: (a) join in preparing and filing a map or plat of the Real Property, including dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Beneficiary under this Deed of Trust.

17.2 Obligations to Notify. Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Grantor, Beneficiary or Trustee shall be a party, unless the action or proceeding is brought by Trustee.

17.3 Trustee. Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Beneficiary shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

17.4 Successor Trustee. Beneficiary, at Beneficiary's option, at any time hereafter and without prior notice and without specifying any reason, may from time to time appoint a successor Trustee to any Trustee appointed hereunder by an instrument executed and acknowledged by Beneficiary and recorded in the office in the jurisdiction where this Deed of Trust has been recorded. The instrument shall contain, in addition to all matters required by state law, the names of the original Beneficiary, Trustee, and Grantor, the book and page where this Deed of Trust is recorded, and the name of the successor trustee and the county, city or town in which he or she resides, and the instrument shall be executed and acknowledged by Beneficiary or its successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the title, power and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of trustee shall govern to the exclusion of all other provisions for substitution.

18. NOTICES TO GRANTOR AND OTHER PARTIES

Any notice under this Deed of Trust shall be in writing, may be sent by telefacsimile, and shall be effective when actually delivered, or when deposited with a nationally recognized overnight courier, or, if mailed, shall be deemed effective when deposited in the United States mail first class, certified or registered mail, postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of

Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Beneficiary's address, as shown near the beginning of this Deed of Trust. For notice purposes, Grantor agrees to keep Beneficiary and Trustee informed at all times of Grantor's current address.

19. MISCELLANEOUS PROVISIONS

The following miscellaneous provisions are a part of this Deed of Trust:

19.1 Amendments. This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

19.2 Applicable Law. This Deed of Trust shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Virginia.

19.3 Caption Headings. Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

19.4 Merger. There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Beneficiary in any capacity, without the written consent of Beneficiary.

19.5 Multiple Parties. All obligations of Grantor and Borrower under this Deed of Trust shall be joint and several, and all references to Borrower shall mean each and every Borrower, and all references to Grantor shall mean each and every Grantor. This means that each of the Borrowers signing below is responsible for all obligations in this Deed of Trust.

19.6 Severability. If a court of competent jurisdiction finds any provision of this Deed of Trust to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Deed of Trust in all other respects shall remain valid and enforceable.

19.7 Successors and Assigns. Subject to the limitations stated in this Deed of Trust on transfer of Grantor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their heirs, personal representatives, successors and assigns. If ownership of the Property becomes vested in a person other than the Grantor, Beneficiary, without notice to Grantor, may deal with Grantor's successors with reference to this Deed of Trust and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Deed of Trust or liability under the Indebtedness.

19.8 Time is of the Essence. Time is on the essence in the performance of this Deed of Trust.

19.9 Waivers and Consents. Beneficiary shall not be deemed to have waived any rights under this Deed of Trust (or under the Related Documents) unless such waiver is in writing and signed by Beneficiary. No delay or omission on the part of Beneficiary in exercising any right shall operate as a waiver of such right or any other right. A waiver by any party of a provision of this Deed of Trust shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. No prior waiver by Beneficiary, nor any course of dealing between Beneficiary and Grantor or Borrower, shall constitute a waiver of any of Beneficiary's rights or any of Grantor or Borrower's obligations as to any future transactions. Whenever consent by Beneficiary is required in this Deed of Trust, the granting of such consent by Beneficiary in any instance shall not constitute continuing consent to subsequent instances where such consent is required.

NOTICE:

THE DEBT SECURED HEREBY IS SUBJECT TO CALL IN FULL OR THE TERMS THEREOF BEING MODIFIED IN THE EVENT OF SALE OR CONVEYANCE OF THE PROPERTY CONVEYED.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND EACH GRANTOR AGREES TO ITS TERMS. THIS DEED OF TRUST IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS DEED OF TRUST IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

WITNESS THE FOLLOWING SIGNATURES AND SEALS:



BILLY L. COOK (SEAL)



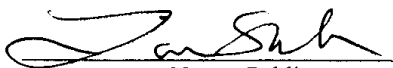
TAMMY L. COOK (SEAL)

STATE OF VIRGINIA,
COUNTY OF WASHINGTON, to-wit:

The foregoing instrument was acknowledged before me this 22nd day of December, 2008 by Billy L. Cook and Tammy L. Cook, husband and wife.

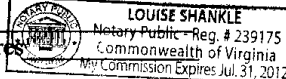
INSTRUMENT #000000435
RECORDED IN THE CLERK'S OFFICE OF
WASHINGTON COUNTY ON
DECEMBER 29, 2008 AT 01:49PM

PATRICIA S. MOORE, CLERK
RECORDED BY: PJB



Notary Public

Registration No. _____
My commission expires _____



CERTIFICATE AND AFFIDAVIT OF SATISFACTION
COMMONWEALTH OF VIRGINIA

WASHINGTON COUNTY

Virginia Circuit Court

is the location of the following record referenced by this certificate:

12/22/2008 DATE, DEED OF TRUST/MORTGAGE/OTHER LIEN
DEED BOOK NO. PAGE NO. INSTRUMENT NUMBER
080008435

TAX MAP REFERENCE NUMBER OR PARCEL IDENTIFICATION NUMBER

BILLY COOK AND TAMMY COOK

NAME(S) OF GRANTOR(S)/MAKER(S)

THOMAS DENE

NAME(S) OF TRUSTEE(S)

\$ 230,000.00 AMOUNTS AND TOTAL OF NOTE(S)

I/WE, holder(s) of or settlement agent who made payment in satisfaction of the above-mentioned note(s) secured by the above-mentioned deed of trust, mortgage or other lien, do hereby certify that the same has/have been paid in full, and the lien therein created and retained is hereby released.

November 6, 2009 DATE

Robert S. Jones
Carol F. Jones

- [x] HOLDER OF NOTE(S), BOND(S) OR OTHER EVIDENCE(S) OF DEBT
- [] SETTLEMENT AGENT (CRESPA Registration No.)
(Settlement Agent's AFFIDAVIT and NOTICE OF INTENT is attached.)

City County of Washington State/Commonwealth of Virginia

Acknowledged, subscribed and sworn to before me this 6th day of November, 20 09

by Robert S. Jones and Carol F. Jones
HOLDER OF NOTE(S), BOND(S) OR OTHER EVIDENCE(S) OF DEBT OR SETTLEMENT AGENT

TAMMIE DEANE FLETCHER
NOTARY PUBLIC
PRINTED NAME OF NOTARY PUBLIC
REGISTRATION # 7168242
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES 1-31-2012

Tammie Deane Fletcher
SIGNATURE OF NOTARY PUBLIC
(My commission expires 1-31-2012)
Registration No. 7168242

VIRGINIA:
IN THE CLERK'S OFFICE OF THE CIRCUIT COURT

This certificate and affidavit of satisfaction was presented and, with the Certificate annexed, admitted to record on

DATE at TIME m.

Clerk's fee of \$ have been paid.

_____, Clerk by _____, County Clerk

INSTRUMENT #090007362
RECORDED IN THE CLERK'S OFFICE OF
WASHINGTON COUNTY ON
NOVEMBER 9, 2009 AT 12:20PM

Return To (Name and Address):

NEW PEOPLES BANK, INC. P. O. BOX 69 350 WEST MAIN STREET ABINGDON, VA24210

Prepared By (Name of Person or Entity):

TAMMIE FLETCHER, NEW PEOPLES BANK, INC. 350 WEST MAIN STREET ABINGDON, VA 24210

Commonwealth of Virginia _____ Space Above This Line For Recording Data _____

THIS IS A CREDIT LINE DEED OF TRUST
(With Future Advance Clause)

Parcel Identification Number and/or Tax Reference Number: 052-7-1;052-7-2;067-A-15
067-A-21C;067-A-21B;106B-4-18A;089-A-54;066-3-2B;066-3-2A;048-4-5

1. **DATE AND PARTIES.** The date of this Credit Line Deed of Trust (Security Instrument) is 11-06-2009, and the parties and their addresses are as follows:

GRANTOR:

BILLY L. COOK AND TAMMY L. COOK
27493 OLD SALTWORKS ROAD
MEADOWVIEW, VA 24361

If checked, refer to the attached Addendum incorporated herein, for additional Grantors, their signatures and acknowledgments.

TRUSTEE:

JOYCE KILGORE AND JONATHAN MULLINS
53 COMMERCE DRIVE, P. O. BOX 1810
HONAKER, VA 24260

LENDER:

NEW PEOPLES BANK, INC. - ABINGDON BRANCH
ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF VIRGINIA
P. O. BOX 69, 350 W. MAIN STREET, ABINGDON, VA 24212

THIS IS A REFINANCE OF A DEED OF TRUST RECORDED IN THE CLERK'S OFFICE, CIRCUIT COURT OF WASHINGTON, VIRGINIA, IN DEED BOOK 070000691, PAGE _____, IN THE ORIGINAL PRINCIPAL AMOUNT OF \$ 712,000.00, AND WITH THE OUTSTANDING PRINCIPAL BALANCE WHICH IS \$ 712,000.00.

2. **CREDIT LINE DEED OF TRUST.** THIS IS A CREDIT LINE DEED OF TRUST within the meaning of Section 55-58.2 of the Code of Virginia (1950), as amended. For purposes of such section, (i) the name of the noteholder secured by this Security Instrument is NEW PEOPLES BANK, INC. - ABINGDON BRANCH, (ii) the address at which communications may be mailed or delivered to the noteholder is P. O. BOX 69, 350 W. MAIN STREET, ABINGDON, VA 24212, and (iii) the maximum aggregate principal amount to be secured is 1,060,000.00.

This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

3. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Grantor's performance under this Security Instrument, Grantor irrevocably grants, conveys and sells to Trustee, in trust for the benefit of Lender, with power of sale, the following described property:

SEE SCHEDULE A

The property is located in WASHINGTON COUNTY at 9 PARCELS OF LAND
(County (or City))
LOCATED IN WASHINGTON COUNTY, MEADOWVIEW/GLADE SPRING, Virginia 24361
(Address) (City) (Zip Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, crops, timber, all diversion payments or third party payments made to crop producers, all water and riparian rights, wells, ditches, reservoirs, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

4. **SECURED DEBT AND FUTURE ADVANCES.** The term "Secured Debt" is defined as follows:

A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(ies) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. *(When referencing the debts below it is suggested that you include items such as borrowers' names, note amounts, interest rates, maturity dates, etc.)*

B. All future advances from Lender to Grantor or other future obligations of Grantor to Lender under any promissory note, contract, guaranty, or other evidence of debt existing now or executed after this Security Instrument whether or not this Security Instrument is specifically referenced. If more than one person signs this Security Instrument, each Grantor agrees that this Security Instrument will secure all future advances and future obligations that are given to or incurred by any one or more Grantor, or any one or more Grantor and others. All future advances and

other future obligations are secured by this Security Instrument even though all or part may not yet be advanced. All future advances and other future obligations are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.

- C. All obligations Grantor owes to Lender, which now exist or may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Grantor and Lender.
- D. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

This Security Instrument will not secure any other debt if Lender fails to give any required notice of the right of rescission.

- 5. **PAYMENTS.** Grantor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.
- 6. **WARRANTY OF TITLE.** Grantor warrants that Grantor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to irrevocably grant, convey and sell the Property to Trustee, in trust, with power of sale. Grantor also warrants that the Property is unencumbered, except for encumbrances of record.
- 7. **PRIOR SECURITY INTERESTS.** With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Grantor agrees:
 - A. To make all payments when due and to perform or comply with all covenants.
 - B. To promptly deliver to Lender any notices that Grantor receives from the holder.
 - C. Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.
- 8. **CLAIMS AGAINST TITLE.** Grantor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Grantor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Grantor's payment. Grantor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Grantor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Grantor may have against parties who supply labor or materials to maintain or improve the Property.
- 9. **DUE ON SALE OR ENCUMBRANCE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable. This covenant shall run with the Property and shall remain in effect until the Secured Debt is paid in full and this Security Instrument is released.

NOTICE - THE DEBT SECURED HEREBY IS SUBJECT TO CALL IN FULL OR THE TERMS THEREOF BEING MODIFIED IN THE EVENT OF SALE OR CONVEYANCE OF THE PROPERTY CONVEYED.

10. TRANSFER OF AN INTEREST IN THE GRANTOR. If Grantor is an entity other than a natural person (such as a corporation or other organization), Lender may demand immediate payment if:

- A. A beneficial interest in Grantor is sold or transferred.
- B. There is a change in either the identity or number of members of a partnership or similar entity.
- C. There is a change in ownership of more than 25 percent of the voting stock of a corporation or similar entity.

However, Lender may not demand payment in the above situations if it is prohibited by law as of the date of this Security Instrument.

11. ENTITY WARRANTIES AND REPRESENTATIONS. If Grantor is an entity other than a natural person (such as a corporation or other organization), Grantor makes to Lender the following warranties and representations which shall continue as long as the Secured Debt remains outstanding:

- A. Grantor is duly organized and validly existing in the Grantor's state of incorporation or organization. Grantor is in good standing in all states in which Grantor transacts business. Grantor has the power and authority to own the Property and to carry on its business as now being conducted and, as applicable, is qualified to do so in each state in which Grantor operates.
- B. The execution, delivery and performance of this Security Instrument by Grantor and the obligation evidenced by the Secured Debt are within the power of Grantor, have been duly authorized, have received all necessary governmental approval, and will not violate any provision of law, or order of court or governmental agency.
- C. Other than previously disclosed in writing to Lender, Grantor has not changed its name within the last ten years and has not used any other trade or fictitious name. Without Lender's prior written consent, Grantor does not and will not use any other name and will preserve its existing name, trade names and franchises until the Secured Debt is satisfied.

12. PROPERTY CONDITION, ALTERATIONS AND INSPECTION. Grantor will keep the Property in good condition and make all repairs that are reasonably necessary. Grantor shall not commit or allow any waste, impairment, or deterioration of the Property. Grantor will keep the Property free of noxious weeds and grasses. Grantor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Grantor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Grantor will notify Lender of all demands, proceedings, claims, and actions against Grantor, and of any loss or damage to the Property.

No portion of the Property will be removed, demolished or materially altered without Lender's prior written consent except that Grantor has the right to remove items of personal property comprising a part of the Property that become worn or obsolete, provided that such personal property is replaced with other personal property at least equal in value to the replaced personal property, free from any title retention device, security agreement or other encumbrance. Such replacement of personal property will be

deemed subject to the security interest created by this Security Instrument. Grantor shall not partition or subdivide the Property without Lender's prior written consent.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender shall give Grantor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property shall be entirely for Lender's benefit and Grantor will in no way rely on Lender's inspection.

13. AUTHORITY TO PERFORM. If Grantor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Grantor appoints Lender as attorney in fact to sign Grantor's name or pay any amount necessary for performance. Lender's right to perform for Grantor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.

14. ASSIGNMENT OF LEASES AND RENTS. Grantor irrevocably assigns, grants and conveys to Lender as additional security all the right, title and interest in the following (Property).

- A. Existing or future leases, subleases, licenses, guaranties and any other written or verbal agreements for the use and occupancy of the Property, including but not limited to, any extensions, renewals, modifications or replacements (Leases);
- B. Rents, issues and profits, including but not limited to, security deposits, minimum rents, percentage rents, additional rents, common area maintenance charges, parking charges, real estate taxes, other applicable taxes, insurance premium contributions, liquidated damages following default, cancellation premiums, "loss of rents" insurance, guest receipts, revenues, royalties, proceeds, bonuses, accounts, contract rights, general intangibles, and all rights and claims which Grantor may have that in any way pertain to or are on account of the use or occupancy of the whole or any part of the Property (Rents).

In the event any item listed as Leases or Rents is determined to be personal property, this Assignment will also be regarded as a security agreement.

Grantor will promptly provide Lender with copies of the Leases and will certify these Leases are true and correct copies. The existing Leases will be provided on execution of the Assignment, and all of the future Leases and any other information with respect to these Leases will be provided immediately after they are executed. Grantor may collect, receive, enjoy and use the Rents so long as Grantor is not in default. Grantor will not collect in advance any Rents due in future lease periods, unless Grantor first obtains Lender's written consent. Upon default, Grantor will receive any Rents in trust for Lender and Grantor will not commingle the Rents with any other funds. When Lender so directs, Grantor will endorse and deliver any payments of Rents from the Property to Lender. Amounts collected will be applied at Lender's discretion to the Secured Debts, the costs of managing, protecting and preserving the Property, and other necessary expenses. Grantor agrees that this Security Instrument is immediately effective as between Grantor and Lender and effective to third parties on the recording of this Assignment.



As long as this Assignment is in effect, Grantor warrants and represents that no default exists under the Leases, and the parties subject to the Leases have not violated any applicable law on leases, licenses and landlords and tenants. Grantor, at its sole cost and expense, will keep, observe and perform, and require all other parties to the Leases to comply with the Leases and any applicable law. If Grantor or any party to the Lease defaults or fails to observe any applicable law, Grantor will promptly notify Lender. If Grantor neglects or refuses to enforce compliance with the terms of the Leases, then Lender may, at Lender's option, enforce compliance.

Grantor will not sublet, modify, extend, cancel, or otherwise alter the Leases, or accept the surrender of the Property covered by the Leases (unless the Leases so require) without Lender's consent. Grantor will not assign, compromise, subordinate or encumber the Leases and Rents without Lender's prior written consent. Lender does not assume or become liable for the Property's maintenance, depreciation, or other losses or damages when Lender acts to manage, protect or preserve the Property, except for losses and damages due to Lender's gross negligence or intentional torts. Otherwise, Grantor will indemnify Lender and hold Lender harmless for all loss or damage that Lender may incur when Lender opts to exercise any of its remedies against any party obligated under the Leases.

- 15. LEASEHOLDS; CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS.** Grantor agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If the Property includes a unit in a condominium or a planned unit development, Grantor will perform all of Grantor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.
- 16. DEFAULT.** Grantor will be in default if any of the following occur:
- A. Any party obligated on the Secured Debt fails to make payment when due;
 - B. A breach of any term or covenant in this Security Instrument or any other document executed for the purpose of creating, securing or guarantying the Secured Debt;
 - C. The making or furnishing of any verbal or written representation, statement or warranty to Lender that is false or incorrect in any material respect by Grantor or any person or entity obligated on the Secured Debt;
 - D. The death, dissolution, or insolvency of, appointment of a receiver for, or application of any debtor relief law to, Grantor or any other person or entity obligated on the Secured Debt;
 - E. A good faith belief by Lender at any time that Lender is insecure with respect to any person or entity obligated on the Secured Debt or that the prospect of any payment is impaired or the value of the Property is impaired;
 - F. A material adverse change in Grantor's business including ownership, management, and financial conditions, which Lender in its opinion believes impairs the value of the Property or repayment of the Secured Debt; or
 - G. Any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity, as further explained in 7 C.F.R. Part 1940, Subpart G, Exhibit M.

- 17. REMEDIES ON DEFAULT.** In some instances, federal and state law will require Lender to provide Grantor with notice of the right to cure, or other notices and may establish time schedules for foreclosure actions. Subject to these limitations, if any, Lender may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law if Grantor is in default.

At the option of Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. In addition, Lender and Trustee shall be entitled to all the remedies provided by law, the terms of the Secured Debt, this Security Instrument and any related documents, including without limitation, the power to direct the Trustee to execute the trust created hereby and in so doing exercise all of the powers under applicable law and as set forth in Va. Code Section 55-59 and 55-59.1 through 55-59.4, as in effect on the date of this Deed of Trust.

If there is a default, Trustee shall, in addition to any other permitted remedy, at the request of the Lender, advertise and sell the Property as a whole or in separate parcels at public auction to the highest bidder for cash at such time and place as Trustee designates. Trustee shall give notice of sale including the time, terms and place of sale and a description of the Property to be sold as required by the applicable law in effect at the time of the proposed sale. Advertisement required: Advertisement shall be sufficient if published in a newspaper having a general circulation in the County or City where the Property or some part thereof is located either (a) once a week for two weeks, or (b) once a day for three days, which may be consecutive days.

Upon any sale of the Property, Trustee will make and deliver a special or limited warranty deed that conveys the property sold to the purchaser or purchasers. Under this special or limited warranty deed, Trustee will covenant that Trustee has not caused or allowed a lien or an encumbrance to burden the Property and that Trustee will specially warrant and defend the Property's title of the purchaser or purchasers at the sale against all lawful claims and demand of all persons claiming by, through or under Trustee. The recitals in any deed of conveyance will be prima facie evidence of the facts set forth therein. Upon sale of the Property, Trustee shall apply the proceeds in the order prescribed by law. Lender may purchase the Property.

All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require full and complete cure of any existing default. By not exercising any remedy on Grantor's default, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

- 18. SECTION 55-60 OF THE CODE OF VIRGINIA.** This Security Instrument shall be construed to impose and confer upon the parties hereto, and the beneficiaries hereunder, all duties, rights and obligations prescribed in Section 55-60 of the Code of Virginia (1950), as amended, and in effect on the date of this Security Instrument, and the following provisions of that section are incorporated in this Security Instrument by short form reference:

- A. Exemptions waived.
- B. Subject to call upon default.
- C. Renewal, extension or reinstatement permitted.
- D. Any Trustee may act.
- E. Substitution of Trustees permitted.

19. EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS.

Except when prohibited by law, Grantor agrees to pay all of Lender's expenses if Grantor breaches any covenant in this Security Instrument. Grantor will also pay on demand any amount incurred by Lender for insuring, inspecting, preserving or otherwise protecting the Property and Lender's security interest. These expenses will bear interest from the date of the payment until paid in full at the highest interest rate in effect as provided in the terms of the Secured Debt. Grantor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. This amount may include, but is not limited to, attorneys' fees, court costs, and other legal expenses. This Security Instrument shall remain in effect until released. Grantor agrees to pay for any recordation costs of such release.

20. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES. As used in this section, (1)

Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste," "hazardous substance," or "regulated substance" under any Environmental Law.

Grantor represents, warrants and agrees that:

- A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance has been, is, or will be located, transported, manufactured, treated, refined, or handled by any person on, under or about the Property, except in the ordinary course of business and in strict compliance with all applicable Environmental Law.
- B. Except as previously disclosed and acknowledged in writing to Lender, Grantor has not and will not cause, contribute to, or permit the release of any Hazardous Substance on the Property.
- C. Grantor will immediately notify Lender if (1) a release or threatened release of Hazardous Substance occurs on, under or about the Property or migrates or threatens to migrate from nearby property; or (2) there is a violation of any Environmental Law concerning the Property. In such an event, Grantor will take all necessary remedial action in accordance with Environmental Law.
- D. Except as previously disclosed and acknowledged in writing to Lender, Grantor has no knowledge of or reason to believe there is any pending or threatened investigation, claim, or proceeding of any kind relating to (1) any Hazardous Substance located on, under or about the Property; or (2) any violation by Grantor or any tenant of any Environmental Law. Grantor will immediately notify Lender in writing as soon as Grantor has reason to believe there is any such pending or

- threatened investigation, claim, or proceeding. In such an event, Lender has the right, but not the obligation, to participate in any such proceeding including the right to receive copies of any documents relating to such proceedings.
- E. Except as previously disclosed and acknowledged in writing to Lender, Grantor and every tenant have been, are and shall remain in full compliance with any applicable Environmental Law.
 - F. Except as previously disclosed and acknowledged in writing to Lender, there are no underground storage tanks, private dumps or open wells located on or under the Property and no such tank, dump or well will be added unless Lender first consents in writing.
 - G. Grantor will regularly inspect the Property, monitor the activities and operations on the Property, and confirm that all permits, licenses or approvals required by any applicable Environmental Law are obtained and complied with.
 - H. Grantor will permit, or cause any tenant to permit, Lender or Lender's agent to enter and inspect the Property and review all records at any reasonable time to determine (1) the existence, location and nature of any Hazardous Substance on, under or about the Property; (2) the existence, location, nature, and magnitude of any Hazardous Substance that has been released on, under or about the Property; or (3) whether or not Grantor and any tenant are in compliance with applicable Environmental Law.
 - I. Upon Lender's request and at any time, Grantor agrees, at Grantor's expense, to engage a qualified environmental engineer to prepare an environmental audit of the Property and to submit the results of such audit to Lender. The choice of the environmental engineer who will perform such audit is subject to Lender's approval.
 - J. Lender has the right, but not the obligation, to perform any of Grantor's obligations under this section at Grantor's expense.
 - K. As a consequence of any breach of any representation, warranty or promise made in this section, (1) Grantor will indemnify and hold Lender and Lender's successors or assigns harmless from and against all losses, claims, demands, liabilities, damages, cleanup, response and remediation costs, penalties and expenses, including without limitation all costs of litigation and attorneys' fees, which Lender and Lender's successors or assigns may sustain; and (2) at Lender's discretion, Lender may release this Security Instrument and in return Grantor will provide Lender with collateral of at least equal value to the Property secured by this Security Instrument without prejudice to any of Lender's rights under this Security Instrument.
 - L. Notwithstanding any of the language contained in this Security Instrument to the contrary, the terms of this section shall survive any foreclosure or satisfaction of this Security Instrument regardless of any passage of title to Lender or any disposition by Lender of any or all of the Property. Any claims and defenses to the contrary are hereby waived.

21. CONDEMNATION. Grantor will give Lender prompt notice of any pending or threatened action, by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Grantor authorizes Lender to intervene in Grantor's name in any of the above described actions or claims. Grantor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be

considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

22. INSURANCE. Grantor agrees to maintain insurance as follows:

- A. Grantor shall keep the Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires. What Lender requires pursuant to the preceding two sentences can change during the term of the Secured Debt. The insurance carrier providing the insurance shall be chosen by Grantor subject to Lender's approval, which shall not be unreasonably withheld. If Grantor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Security Instrument.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "loss payee clause." Grantor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Grantor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Grantor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Grantor.

Unless otherwise agreed in writing, all insurance proceeds shall be applied to restoration or repair of the Property or to the Secured Debt, whether or not then due, at Lender's option. Any application of proceeds to principal shall not extend or postpone the due date of scheduled payment nor change the amount of any payments. Any excess will be paid to the Grantor. If the Property is acquired by Lender, Grantor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.

- B. Grantor agrees to maintain comprehensive general liability insurance naming Lender as an additional insured in an amount acceptable to Lender, insuring against claims arising from any accident or occurrence in or on the Property.
- C. Grantor agrees to maintain rental loss or business interruption insurance, as required by Lender, in an amount equal to at least coverage of one year's debt service, and required escrow account deposits (if agreed to separately in writing), under a form of policy acceptable to Lender.

23. ESCROW FOR TAXES AND INSURANCE. Unless otherwise provided in a separate agreement, Grantor will not be required to pay to Lender funds for taxes and insurance in escrow.

24. FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS. Grantor will provide to Lender upon request, any financial statement or information Lender may deem reasonably necessary. Grantor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Grantor's obligations under this Security Instrument and Lender's lien status on the Property.

- 25. JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND.** All duties under this Security Instrument are joint and individual. If Grantor signs this Security Instrument but does not sign an evidence of debt, Grantor does so only to mortgage Grantor's interest in the Property to secure payment of the Secured Debt and Grantor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Grantor, Grantor agrees to waive any rights that may prevent Lender from bringing any action or claim against Grantor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. Grantor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Grantor's consent. Such a change will not release Grantor from the terms of this Security Instrument. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Grantor and Lender.
- 26. APPLICABLE LAW; SEVERABILITY; INTERPRETATION.** This Security Instrument is governed by the laws of the jurisdiction in which Lender is located, except to the extent otherwise required by the laws of the jurisdiction where the Property is located. This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.
- 27. SUCCESSOR TRUSTEE.** Lender, at Lender's option, may from time to time remove Trustee and appoint a successor or successors to any trustee without any other formality than the designation in writing. The successor or any successors to any trustee, without conveyance of the Property, shall succeed to all the title, power and duties conferred upon Trustee by this Security Instrument and applicable law.
- 28. NOTICE.** Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument, or to any other address designated in writing. Notice to one grantor will be deemed to be notice to all grantors.
- 29. WAIVERS.** Except to the extent prohibited by law, Grantor waives the benefit of the homestead exemption as to this obligation and any rights of appraisal and reinstatement.

GRANTOR HEREBY EXPRESSLY WAIVES AND RELEASES ANY REQUIREMENT OR OBLIGATION THAT THE LENDER OR THE TRUSTEE PRESENT EVIDENCE OR OTHERWISE PROCEED BEFORE ANY COURT, CLERK, OR OTHER JUDICIAL OR QUASI-JUDICIAL BODY BEFORE EXERCISE OF THE POWERS OF SALE CONTAINED IN THIS SECURITY INSTRUMENT AND IN SECTION 55-59 AND SECTIONS 55-59.1 THROUGH 55-59.4 OF THE CODE OF VIRGINIA (1950), AS AMENDED.

30. U.C.C. PROVISIONS. If checked, the following are applicable to, but do not limit, this Security Instrument:

- Construction Loan.** This Security Instrument secures an obligation incurred for the construction of an improvement on the Property.
- Fixture Filing.** Grantor grants to Lender a security interest in all goods that Grantor owns now or in the future and that are or will become fixtures related to the Property.
- Crops; Timber; Minerals; Rents, Issues and Profits.** Grantor grants to Lender a security interest in all crops, timber and minerals located on the Property as well as all rents, issues and profits of them including, but not limited to, all Conservation Reserve Program (CRP) and Payment in Kind (PIK) payments and similar governmental programs (all of which shall also be included in the term "Property").
- Personal Property.** Grantor grants to Lender a security interest in all personal property located on or connected with the Property, including all farm products, inventory, equipment, accounts, documents, instruments, chattel paper, general intangibles, and all other items of personal property Grantor owns now or in the future and that are used or useful in the construction, ownership, operation, management, or maintenance of the Property (all of which shall also be included in the term "Property"). The term "personal property" specifically excludes that property described as "household goods" secured in connection with a "consumer" loan as those terms are defined in applicable federal regulations governing unfair and deceptive credit practices.
- Filing As Financing Statement.** Grantor agrees and acknowledges that this Security Instrument also suffices as a financing statement and any carbon, photographic or other reproduction may be filed of record for purposes of Article 9 of the Uniform Commercial Code.

31. OTHER TERMS. If checked, the following are applicable to this Security Instrument:

- Line of Credit.** The Secured Debt includes a revolving line of credit provision. Although the Secured Debt may be reduced to a zero balance, this Security Instrument will remain in effect until released.
- Agricultural Property.** Grantor covenants and warrants that the Property will be used principally for agricultural or farming purposes and that Grantor is an individual or entity allowed to own agricultural land as specified by law.
- Separate Assignment.** The Grantor has executed or will execute a separate assignment of leases and rents. If the separate assignment of leases and rents is properly executed and recorded, then the separate assignment will supersede this Security Instrument's "Assignment of Leases and Rents" section.
- Attorneys' Fees.** The following are reasonable attorneys' fees in the event of default: _____

Entity Name: _____

(Signature) (Date) (Seal)

(Signature) (Date) (Seal)

ACKNOWLEDGMENT:

(Business or Entity Acknowledgment) COMMONWEALTH OF _____, COUNTY (OR CITY) OF _____ } ss.

This instrument was acknowledged before me this _____ day of _____

by _____ (Title(s))

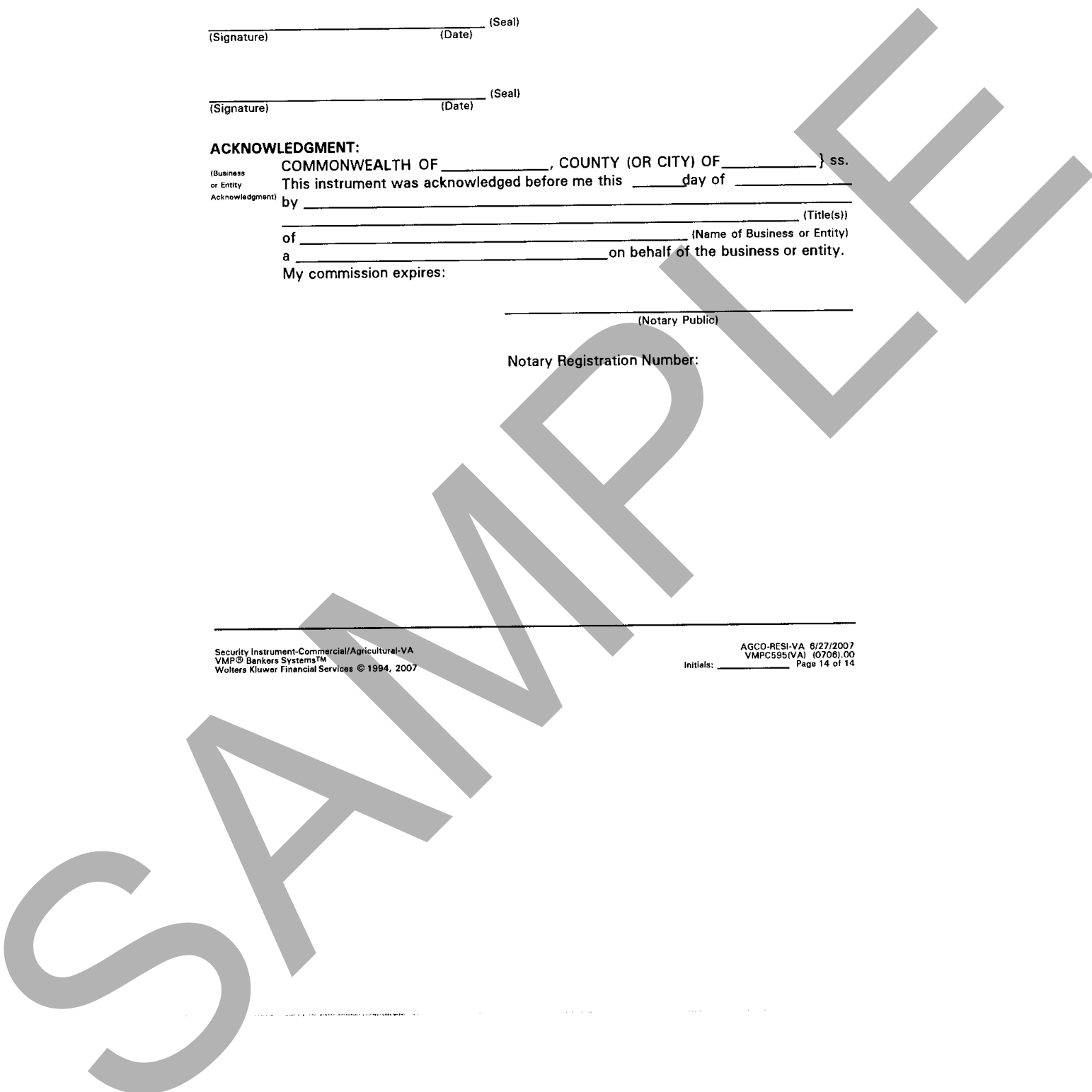
of _____ (Name of Business or Entity)

a _____ on behalf of the business or entity.

My commission expires:

(Notary Public)



Notary Registration Number:



Additional Terms.

SIGNATURES: By signing below, Grantor agrees to the terms and covenants contained in this Security Instrument and in any attachments. Grantor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1.

Witness the following signatures and seals.


11-6-09
(Seal)

11-6-09
(Seal)

(Signature) BILLY L. COOK (Date) (Seal) (Signature) TAMMY L. COOK (Date) (Seal)

_____ (Seal) _____ (Seal)
 (Signature) (Date) (Signature) (Date)

ACKNOWLEDGMENT:

(Individual) COMMONWEALTH OF VIRGINIA, COUNTY (OR CITY) OF WASHINGTON } ss.
 This instrument was acknowledged before me this 6TH day of NOVEMBER, 2009
 by BILLY L. COOK; TAMMY L. COOK
 My commission expires: 1-31-2012

TAMMIE DEANE FLETCHER
 NOTARY PUBLIC
 REGISTRATION # 7168242
 COMMONWEALTH OF VIRGINIA
 MY COMMISSION EXPIRES 1-31-2012


 (Notary Public)

Notary Registration Number: 7168242

SCHEDULE "A"

PARCEL NO. ONE:

All those certain tracts or parcels of land consisting of **10.75 acres** (10.68 + .07), together with all improvements thereon and appurtenances thereunto belonging, situate, lying and being in the Jefferson Magisterial District of Washington County, Virginia, which properties have **Tax Map Numbers of 067-A-21B and 067-A-21C**, which tracts are described as Tracts B and C on a plat entitled in part: *"PLAT SHOWING THE PROPERTY OF GARFIELD CAUDILL & ELIZABETH CAUDILL BEING THE REMAINDER OF D.B. 643 PG. 449 LOCATED IN THE JEFFERSON MAGISTERIAL DISTRICT WASHINGTON COUNTY, VIRGINIA"* made by John S. Rasnick, L.S. dated May 13, 1996, which plat is of record in the Office of the Clerk of the Circuit Court of Washington County, Virginia, in Plat Book 31, Page 92, reference to which plat is hereby made for a more particular description of the property herein conveyed.

LESS AND EXCEPT that certain **2.95 acres** tract as shown on plat prepared by John S. Rasnick, L.S., dated September 17, 2004, which plat is entitled in part *"TALMAGE OAKLEY SANDERS AND BETTY LOU CAUDILL SANDERS"*, which plat is attached hereto and made a part hereof, reference to which is hereby made.

"The parties of the first part further grant and convey to the parties of the second part as tenants by the entirety with right of survivorship as at common law a right-of-way twenty feet in width running along the western side of Tract A as depicted on said plat for the purpose of ingress and egress by vehicular and pedestrian traffic to and from said Tract B and said Tract C, and other property of the parties of the second part, from and to Virginia State Route 80 and the said properties of the second parties or any parts thereof. Tract A is not hereby conveyed and is specifically retained by the first parties subject to said right-of-way."

"The said twenty foot right-of-way is for the benefit of the parties of the second part, Tracts B and C, and other property of the second parties shall run with the land."

"The parties of the first part do hereby RESERVE for the benefit of themselves and Tract A the nonexclusive easement or right to lay, construct, erect, repair, replace, and maintain an underground pipe line of any construction, not exceeding one and one-fourth (1 1/4) inches in diameter from springs located on said Tract C, the general location of which springs is depicted on said plat, along with the right to use and obtain water from the said springs through such pipe line for the benefit of themselves and Tract A. This reservation is for the benefit of the second parties and Tract A and shall run with the land."

"The parties of the second part shall have the non-exclusive right to use the water from the said springs for residential use only on Tract A, and they shall also have the right to do whatever shall be reasonably necessary within the said easement for the full enjoyment of the easements hereby conveyed."

"The said location of the said pipe line or any future replacements thereof running to the said springs shall be in the same location as the pipe line which presently runs from the said springs on Tract C to the dwelling on Tract A (the present line is located along the southwest boundary of Tract A)."

"The width of the said easement for the pipe shall be no more than is reasonably necessary to enjoy the said easement and shall in no event exceed five feet on either side of said pipe line."

“This reservation of the said easements or right to use the said spring is for the benefit of Tract A and the said easements or rights shall be inheritable or assignable along with any other interests in the said Tract A so long as said water is for residential purposes on Tract A.”

AND BEING the same real property conveyed unto Tammy L. Cook by Deed dated March 2, 2005 and recorded in the Office of the Clerk of the Circuit Court of Washington County, Virginia in Instrument Number 050001704.

PARCEL NO. TWO

All that certain tract or parcel of land, together with all improvements thereon and appurtenances thereunto belonging, situate, lying and being in the Monroe Magisterial District of Washington County, Virginia, which parcel has a **Tax Map Number of 052-7-1**, and more particularly described as being **Tract No. 1, containing 7.117 acres**, more or less, as shown on a Plat entitled “**THE MAURICE H. MOORE III AND ALLISON M. PENNELL LANDS**,” prepared by L.K. Addison, C.L.S. of Addison Surveyors, dated June 19, 1997, a copy of which is of record in the Clerk’s Office of the Circuit Court of Washington County, Virginia, in Plat Book 33, at Page 70, reference to which is hereby made for a more particular description of said tract or parcel of land herein conveyed.

AND BEING the same real property conveyed unto Tammy L. Cook by Deed dated April 30, 1998 and recorded in the Office of the Clerk of the Circuit Court of Washington County, Virginia in Deed Book 1006, Page 448.

PARCEL NO. THREE:

All that certain tract or parcel of land, together with all improvements thereon and appurtenances thereunto belonging, situate, lying and being in the Monroe Magisterial District of Washington County, Virginia, which parcel has a **Tax Map Number of 052-7-2**, and more particularly described as being **Tract No. 2, containing 1.00 acres**, more or less, as shown on a Plat entitled “**THE MAURICE H. MOORE III AND ALLISON M. PENNELL LANDS**,” prepared by L.K. Addison, C.L.S. of Addison Surveyors, dated June 19, 1997, a copy of which is of record in the Clerk’s Office of the Circuit Court of Washington County, Virginia, in Plat Book 33, at Page 70, reference to which is hereby made for a more particular description of said tract or parcel of land herein conveyed.

AND BEING the same real property conveyed unto Tammy L. Cook by Deed dated September 23, 1998 and recorded in the Office of the Clerk of the Circuit Court of Washington County, Virginia in Deed Book 1022, Page 604.

PARCEL NO. FOUR:

All that certain tract or parcel of land together with all improvements thereon and appurtenances thereunto belonging, situate, lying and being in the Jefferson Magisterial District of Washington County, Virginia which parcel has a **Tax Map Number of 067-A-15**, being more particularly described as follows:

BEGINNING at a point in the midline of Va-Washington County Route No. 80; thence with the J. Lee Snavley property line N 46° 57' E 590.0 feet to a point; thence N 56° 10' E 336.0 feet to a point; thence S 52° 25' E 168.5 feet to a post; thence N 75° 20' E 245.0 feet to a post; thence N 75° 20' E 25.0 feet to a stake; thence N 8° 40' W 373.0 feet to a point; thence S 87° 45' E 821.7 feet to a post with chestnut pointers; thence S 18° 45' E 405.9 feet to a post; thence S 63° 30' W 734.25 feet to an iron pin at a poplar; thence S 61° 46' W 605.74 feet to an iron pin; thence N 61° 32' W 245.92 feet to an iron pin; thence N 33° 18' W 144.70 feet to an iron pin; thence S 58° 05' W 59.25 feet to a point; thence S 59° 55' W 338.0 feet to another point in the mid-line of Va-Washington County Route No. 80; thence with the mid-line of said Route No. 80 N 30° 05' W 113.0 feet to the **BEGINNING**, and consisting of **23 acres**, more or less and also being described on a plat dated November 27, 1971, by J.C. Moorefield, CLS, which plat is partly designated as "From: Garfield Caudill, To: Oakley Sanders", a copy of which plat is of record in the Office of the Clerk of the Circuit Court of Washington County, Virginia in Deed Book 481, Page 540, reference to which plat is hereby made for a more particular description of the property herein conveyed.

"There is specifically reserved from this conveyance to the parties of the first part during their joint and individual lives the right to use the garage structure which is presently located on the property conveyed, and hereinabove described, and to use any reasonable routes on the said property hereby conveyed for ingress and egress to and from the said garage structure for such use."

"The parties of the first part does hereby also grant and convey to the parties of the second part as tenants by the entireties, with right of survivorship as at common law, with covenants of general warranty and English covenants of title, as easement or right to lay, construct, erect, repair, replace, and maintain a pipe line of any construction, not exceeding three-fourths (3/4) inches in diameter from either or both of the springs which are located on other property of the parties of the first part, which other property lies on the west side of said Route No. 80, to the above described property, along with the right to use water from the said springs through such pipe line"

"The parties of the second part shall have the right to use the water from the said springs for any manner and for any purposes whatsoever, and they shall also have the right to do whatever is reasonably necessary for the full enjoyment of the easements hereby conveyed."

"The location of said pipe line shall be the same or be approximately same location as the pipe line which presently runs from the said springs to other property of the parties of the second part is located. Both the parties of the second part and the parties of the first part shall have the right to ascertain the exact location of the exact location of the pipe line by an accurate survey by a qualified surveyor."

"This conveyance of the said easements or right to use the said springs are for the benefit of the above described land hereby conveyed and the said easements or rights shall be inheritable or assignable along with any other interests in the said property hereby conveyed, and above described."

AND BEING the same real property conveyed unto Tammy L. Cook by Deed dated March 2, 2005 and recorded in the Office of the Clerk of the Circuit Court of Washington County, Virginia in Instrument Number 050001704.

PARCEL NO. FIVE:

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All that certain tract or parcel of real estate, together with all improvements thereon and appurtenances thereunto belonging, situate and being in the Harrison Magisterial District of Washington County, Virginia, which parcel has a **Tax Map Number of 106B-4-18A**, known and designated as **Tract No. 18, containing 1.36 acres**, of the **ROBERT DALE SUBDIVISION**, as shown on a plat entitled, "**BYRD PROPERTIES LIMITED PARTNERSHIP**," prepared by John S. Rasnick, L.S. No. 002003 dated February 14, 2006, a copy of which is of record in the Office of the Clerk of the Circuit Court of Washington County, Virginia, in Instrument Number 060001626, reference to which is here made for a more particular description of the real property hereby conveyed.

AND BEING the same real property conveyed unto Billy L. and Tammy L. Cook by Deed dated, December 22, 2008 and recorded in the Office of the Clerk of the Circuit Court of Washington County, Virginia as Instrument Number 080008434.

PARCEL NO. SIX:

All that certain tract or parcel of land, together with all improvements thereon and appurtenances thereunto belonging, situate, lying and being in the Monroe Magisterial District of Washington County, Virginia, which parcel has a **Tax Map Number of 089-A-54**, being located on Highway No. 736, and said tract of land, known as the Davidson Place, is more particularly described as follows:

Fronting on Highway No. 736; bounded on the west by lands of Blakemore; on the north and west by lands of M. L. Robinson; on the north by the lands of John Kelly Estate, now William Kelly, the lands of Bowers and Mattie Orr Henniger, the entire boundary *containing approximately 163 acres, more or less.*

AND BEING the same real property conveyed unto Billy L. and Tammy L. Cook by Deed dated, May 16, 2003 and recorded in the Office of the Clerk of the Circuit Court of Washington County, Virginia as Instrument Number 000038361.

PARCEL NO. SEVEN:

All that certain lot or parcel of real estate, together with all improvements thereon and appurtenances thereunto belonging, situate and being in the Jefferson Magisterial District of Washington County, Virginia, which parcel has a **Tax Map Number of 066-3-2B** containing 2.73 acres, more or less, as shown on a plat entitled, "**PLAT SHOWING A PART OF THE EULA MOORE PROPERTY**," prepared by Gale W. Maiden, L.S., dated December 20, 1994, a copy of which is of record in the Office of the Clerk of the Circuit Court of Washington County, Virginia, in Deed Book 908 Page 357, reference to which is here made for a more particular description of the real property hereby conveyed.

"There is included with this conveyance a right to connect to an existing water line which is situate under the property herein conveyed. Said water line runs from a spring located on the property retained by Eula Moore to the Blevins property adjoining the property herein conveyed. The right herein conveyed includes the right to receive water from said spring."

"There is excepted and reserved from this conveyance an undivided one-half interest in the oil and gas in, on, or under the lands herein conveyed, pursuant to deed of record in said Clerk's Office in Deed Book 240, Page 155."

AND BEING the same real property conveyed unto Tammy L. Cook by Deed dated, January 9, 1995 and recorded in the Office of the Clerk of the Circuit Court of Washington County, Virginia in Deed Book 908, Page 355

PARCEL NO. EIGHT:

All that certain **0.92 Acre** tract or parcel of real estate, together with all improvements thereon and appurtenances thereunto belonging, situate and being in the Jefferson Magisterial District of Washington County, Virginia, which parcel has a **Tax Map Number of 066-3-2A** as shown and described on that certain plat entitled in part "**PLAT OF THE HERBERT HOLMES PROPERTY - OWNER FRANKLIN REAL ESTATE COMPANY**", dated June 19, 1992, which plat is of record in the Office of the Clerk of the Circuit Court of Washington County, Virginia in Deed Book 851, Page 57, reference to which is hereby made for a more particular description of the real property hereby conveyed.

AND BEING the same real property conveyed unto Billy L. Cook and Tammy L. Cook by Deed dated November 16, 1998, and recorded in the Office of the Clerk of the Circuit Court of Washington County, Virginia in Deed Book 1027, Page 436, reference to which is hereby made.

"The Grantor further convey unto the Grantee the right to pump water from a spring located on the adjoining property, now owned or formerly owned by Campbell and Eula Moore, together with the right to install and maintain a pump at said spring and the right to install and maintain a one (1) inch water line from said spring to the property herein conveyed, as well as all necessary rights of ingress and egress for said purposes."

PARCEL NO. NINE:

All that certain tract or parcel of real estate, together with all improvements thereon and appurtenances thereunto belonging, situate and being on north side of Virginia Secondary Route No. 740, west of Virginia Secondary Route No. 80, and south of Virginia Secondary Route 742 in the Jefferson Magisterial District of Washington County, Virginia, which parcel has a **Tax Map Number of 048-4-5**, thought to contain 33.88 Acres, more or less, being the remainder of the real estate originally conveyed to Campbell Moore and Eula Moore by Deed dated September 20, 1949 and recorded in the Office of the Clerk of the Circuit Court of Washington County, Virginia in Deed Book 240, Page 155. Reference is hereby made to the following survey plats of record in the aforesaid Clerk's Office which depicts, in part, the boundaries of the real estate hereby conveyed: Plat Book 48, Page 94 and Plat Book 49, Page 9. There is hereby **EXCEPTED** and **RESERVED** from this conveyance a twenty-foot (20') in width, non-exclusive appurtenant easement or right-of-way as shown on the aforesaid plat of record in Plat Book 49, Page 9 for the benefit of the parcels shown thereon.

AND BEING the same real property conveyed unto Billy L. Cook and Tammy L. Cook by Deed dated April 27, 2006, and recorded in the Office of the Clerk of the Circuit Court of Washington County, Virginia in Instrument Number 06-0002988, reference to which is hereby made.

INSTRUMENT #090007344
RECORDED IN THE CLERK'S OFFICE OF
WASHINGTON COUNTY ON
NOVEMBER 6, 2009 AT 03:14PM

PATRICIA S. MOORE, CLERK
RECORDED BY: KMM

Return To (Name and Address):

NEW PEOPLES BANK, INC. P. O. BOX 69 350 WEST MAIN STREET ABINGDON, VA24210

Prepared By (Name of Person or Entity):

TAMMIE FLETCHER, NEW PEOPLES BANK, INC. 350 WEST MAIN STREET ABINGDON, VA 24210

Commonwealth of Virginia Space Above This Line For Recording Data

THIS IS A CREDIT LINE DEED OF TRUST (With Future Advance Clause)

Parcel Identification Number and/or Tax Reference Number: 052-7-1;052-7-2;067-A-15 067-A-21C;067-A-21B;106B-4-18A;089-A-54;066-3-2B;066-3-2A;048-4-5

1. DATE AND PARTIES. The date of this Credit Line Deed of Trust (Security Instrument) is 11-06-2009, and the parties and their addresses are as follows:

GRANTOR:

BILLY L. COOK AND TAMMY L. COOK 27493 OLD SALTWORKS ROAD MEADOWVIEW, VA 24361

If checked, refer to the attached Addendum incorporated herein, for additional Grantors, their signatures and acknowledgments.

TRUSTEE:

JOYCE KILGORE AND JONATHAN MULLINS 53 COMMERCE DRIVE, P. O. BOX 1810 HONAKER, VA 24260

LENDER:

NEW PEOPLES BANK, INC. - ABINGDON BRANCH ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF VIRGINIA P. O. BOX 69, 350 W. MAIN STREET, ABINGDON, VA 24212

THIS IS A REFINANCE OF A DEED OF TRUST RECORDED IN THE CLERK'S OFFICE, CIRCUIT COURT OF WASHINGTON, VIRGINIA, IN DEED BOOK 07000691, PAGE, IN THE ORIGINAL PRINCIPAL AMOUNT OF \$ 712,000.00, AND WITH THE OUTSTANDING PRINCIPAL BALANCE WHICH IS \$ 712,000.00

2. CREDIT LINE DEED OF TRUST. THIS IS A CREDIT LINE DEED OF TRUST within the meaning of Section 55-58.2 of the Code of Virginia (1950), as amended. For purposes of such section, (i) the name of the noteholder secured by this Security Instrument is NEW PEOPLES BANK, INC. - ABINGDON BRANCH, (ii) the address at which communications may be mailed or delivered to the noteholder is P. O. BOX 69, 350 W. MAIN STREET, ABINGDON, VA 24212, and (iii) the maximum aggregate principal amount to be secured is 1,080,000.00

This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

- 3. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Grantor's performance under this Security Instrument, Grantor irrevocably grants, conveys and sells to Trustee, in trust for the benefit of Lender, with power of sale, the following described property:

SEE SCHEDULE A

The property is located in WASHINGTON COUNTY at 9 PARCELS OF LAND
 (County (or City))
LOCATED IN WASHINGTON COUNTY, MEADOWVIEW/GLADE SPRING, Virginia 24361
 (Address) (City) (Zip Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, crops, timber, all diversion payments or third party payments made to crop producers, all water and riparian rights, wells, ditches, reservoirs, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

- 4. **SECURED DEBT AND FUTURE ADVANCES.** The term "Secured Debt" is defined as follows:

- A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(ies) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. *(When referencing the debts below it is suggested that you include items such as borrowers' names, note amounts, interest rates, maturity dates, etc.)*

NOTES DATED 11-6-2009 IN THE AMOUNT OF \$960,000.00 & \$100,000.00 AND ALL MODIFICATIONS, RENEWALS AND REPLACEMENTS THEREOF TOGETHER WITH ANY NEW OR ADDITIONAL NOTES REFERENCING THIS CREDIT LINE DEED OF TRUST *ALL 11-7-11 JLC 11-7-11*

- B. All future advances from Lender to Grantor or other future obligations of Grantor to Lender under any promissory note, contract, guaranty, or other evidence of debt existing now or executed after this Security Instrument whether or not this Security Instrument is specifically referenced. If more than one person signs this Security Instrument, each Grantor agrees that this Security Instrument will secure all future advances and future obligations that are given to or incurred by any one or more Grantor, or any one or more Grantor and others. All future advances and

other future obligations are secured by this Security Instrument even though all or part may not yet be advanced. All future advances and other future obligations are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.

- C. All obligations Grantor owes to Lender, which now exist or may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Grantor and Lender.
- D. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

This Security Instrument will not secure any other debt if Lender fails to give any required notice of the right of rescission.

- 5. **PAYMENTS.** Grantor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.
- 6. **WARRANTY OF TITLE.** Grantor warrants that Grantor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to irrevocably grant, convey and sell the Property to Trustee, in trust, with power of sale. Grantor also warrants that the Property is unencumbered, except for encumbrances of record.
- 7. **PRIOR SECURITY INTERESTS.** With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Grantor agrees:
 - A. To make all payments when due and to perform or comply with all covenants.
 - B. To promptly deliver to Lender any notices that Grantor receives from the holder.
 - C. Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.
- 8. **CLAIMS AGAINST TITLE.** Grantor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Grantor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Grantor's payment. Grantor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Grantor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Grantor may have against parties who supply labor or materials to maintain or improve the Property.
- 9. **DUE ON SALE OR ENCUMBRANCE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable. This covenant shall run with the Property and shall remain in effect until the Secured Debt is paid in full and this Security Instrument is released.

NOTICE - THE DEBT SECURED HEREBY IS SUBJECT TO CALL IN FULL OR THE TERMS THEREOF BEING MODIFIED IN THE EVENT OF SALE OR CONVEYANCE OF THE PROPERTY CONVEYED.

10. **TRANSFER OF AN INTEREST IN THE GRANTOR.** If Grantor is an entity other than a natural person (such as a corporation or other organization), Lender may demand immediate payment if:
A. A beneficial interest in Grantor is sold or transferred.
B. There is a change in either the identity or number of members of a partnership or similar entity.
C. There is a change in ownership of more than 25 percent of the voting stock of a corporation or similar entity.
However, Lender may not demand payment in the above situations if it is prohibited by law as of the date of this Security Instrument.

11. **ENTITY WARRANTIES AND REPRESENTATIONS.** If Grantor is an entity other than a natural person (such as a corporation or other organization), Grantor makes to Lender the following warranties and representations which shall continue as long as the Secured Debt remains outstanding:
A. Grantor is duly organized and validly existing in the Grantor's state of incorporation or organization. Grantor is in good standing in all states in which Grantor transacts business. Grantor has the power and authority to own the Property and to carry on its business as now being conducted and, as applicable, is qualified to do so in each state in which Grantor operates.
B. The execution, delivery and performance of this Security Instrument by Grantor and the obligation evidenced by the Secured Debt are within the power of Grantor, have been duly authorized, have received all necessary governmental approval, and will not violate any provision of law, or order of court or governmental agency.
C. Other than previously disclosed in writing to Lender, Grantor has not changed its name within the last ten years and has not used any other trade or fictitious name. Without Lender's prior written consent, Grantor does not and will not use any other name and will preserve its existing name, trade names and franchises until the Secured Debt is satisfied.

12. **PROPERTY CONDITION, ALTERATIONS AND INSPECTION.** Grantor will keep the Property in good condition and make all repairs that are reasonably necessary. Grantor shall not commit or allow any waste, impairment, or deterioration of the Property. Grantor will keep the Property free of noxious weeds and grasses. Grantor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Grantor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Grantor will notify Lender of all demands, proceedings, claims, and actions against Grantor, and of any loss or damage to the Property.

No portion of the Property will be removed, demolished or materially altered without Lender's prior written consent except that Grantor has the right to remove items of personal property comprising a part of the Property that become worn or obsolete, provided that such personal property is replaced with other personal property at least equal in value to the replaced personal property, free from any title retention device, security agreement or other encumbrance. Such replacement of personal property will be

deemed subject to the security interest created by this Security Instrument. Grantor shall not partition or subdivide the Property without Lender's prior written consent.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender shall give Grantor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property shall be entirely for Lender's benefit and Grantor will in no way rely on Lender's inspection.

13. AUTHORITY TO PERFORM. If Grantor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Grantor appoints Lender as attorney in fact to sign Grantor's name or pay any amount necessary for performance. Lender's right to perform for Grantor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.

14. ASSIGNMENT OF LEASES AND RENTS. Grantor irrevocably assigns, grants and conveys to Lender as additional security all the right, title and interest in the following (Property).

- A. Existing or future leases, subleases, licenses, guaranties and any other written or verbal agreements for the use and occupancy of the Property, including but not limited to, any extensions, renewals, modifications or replacements (Leases);
- B. Rents, issues and profits, including but not limited to, security deposits, minimum rents, percentage rents, additional rents, common area maintenance charges, parking charges, real estate taxes, other applicable taxes, insurance premium contributions, liquidated damages following default, cancellation premiums, "loss of rents" insurance, guest receipts, revenues, royalties, proceeds, bonuses, accounts, contract rights, general intangibles, and all rights and claims which Grantor may have that in any way pertain to or are on account of the use or occupancy of the whole or any part of the Property (Rents).

In the event any item listed as Leases or Rents is determined to be personal property, this Assignment will also be regarded as a security agreement.

Grantor will promptly provide Lender with copies of the Leases and will certify these Leases are true and correct copies. The existing Leases will be provided on execution of the Assignment, and all of the future Leases and any other information with respect to these Leases will be provided immediately after they are executed. Grantor may collect, receive, enjoy and use the Rents so long as Grantor is not in default. Grantor will not collect in advance any Rents due in future lease periods, unless Grantor first obtains Lender's written consent. Upon default, Grantor will receive any Rents in trust for Lender and Grantor will not commingle the Rents with any other funds. When Lender so directs, Grantor will endorse and deliver any payments of Rents from the Property to Lender. Amounts collected will be applied at Lender's discretion to the Secured Debts, the costs of managing, protecting and preserving the Property, and other necessary expenses. Grantor agrees that this Security Instrument is immediately effective as between Grantor and Lender and effective to third parties on the recording of this Assignment.

As long as this Assignment is in effect, Grantor warrants and represents that no default exists under the Leases, and the parties subject to the Leases have not violated any applicable law on leases, licenses and landlords and tenants. Grantor, at its sole cost and expense, will keep, observe and perform, and require all other parties to the Leases to comply with the Leases and any applicable law. If Grantor or any party to the Lease defaults or fails to observe any applicable law, Grantor will promptly notify Lender. If Grantor neglects or refuses to enforce compliance with the terms of the Leases, then Lender may, at Lender's option, enforce compliance.

Grantor will not sublet, modify, extend, cancel, or otherwise alter the Leases, or accept the surrender of the Property covered by the Leases (unless the Leases so require) without Lender's consent. Grantor will not assign, compromise, subordinate or encumber the Leases and Rents without Lender's prior written consent. Lender does not assume or become liable for the Property's maintenance, depreciation, or other losses or damages when Lender acts to manage, protect or preserve the Property, except for losses and damages due to Lender's gross negligence or intentional torts. Otherwise, Grantor will indemnify Lender and hold Lender harmless for all loss or damage that Lender may incur when Lender opts to exercise any of its remedies against any party obligated under the Leases.

15. LEASEHOLDS; CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS. Grantor agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If the Property includes a unit in a condominium or a planned unit development, Grantor will perform all of Grantor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.

16. DEFAULT. Grantor will be in default if any of the following occur:

- A. Any party obligated on the Secured Debt fails to make payment when due;
- B. A breach of any term or covenant in this Security Instrument or any other document executed for the purpose of creating, securing or guarantying the Secured Debt;
- C. The making or furnishing of any verbal or written representation, statement or warranty to Lender that is false or incorrect in any material respect by Grantor or any person or entity obligated on the Secured Debt;
- D. The death, dissolution, or insolvency of, appointment of a receiver for, or application of any debtor relief law to, Grantor or any other person or entity obligated on the Secured Debt;
- E. A good faith belief by Lender at any time that Lender is insecure with respect to any person or entity obligated on the Secured Debt or that the prospect of any payment is impaired or the value of the Property is impaired;
- F. A material adverse change in Grantor's business including ownership, management, and financial conditions, which Lender in its opinion believes impairs the value of the Property or repayment of the Secured Debt; or
- G. Any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity, as further explained in 7 C.F.R. Part 1940, Subpart G, Exhibit M.

17. REMEDIES ON DEFAULT. In some instances, federal and state law will require Lender to provide Grantor with notice of the right to cure, or other notices and may establish time schedules for foreclosure actions. Subject to these limitations, if any, Lender may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law if Grantor is in default.

At the option of Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. In addition, Lender and Trustee shall be entitled to all the remedies provided by law, the terms of the Secured Debt, this Security Instrument and any related documents, including without limitation, the power to direct the Trustee to execute the trust created hereby and in so doing exercise all of the powers under applicable law and as set forth in Va. Code Section 55-59 and 55-59.1 through 55-59.4, as in effect on the date of this Deed of Trust.

If there is a default, Trustee shall, in addition to any other permitted remedy, at the request of the Lender, advertise and sell the Property as a whole or in separate parcels at public auction to the highest bidder for cash at such time and place as Trustee designates. Trustee shall give notice of sale including the time, terms and place of sale and a description of the Property to be sold as required by the applicable law in effect at the time of the proposed sale. Advertisement required: Advertisement shall be sufficient if published in a newspaper having a general circulation in the County or City where the Property or some part thereof is located either (a) once a week for two weeks, or (b) once a day for three days, which may be consecutive days.

Upon any sale of the Property, Trustee will make and deliver a special or limited warranty deed that conveys the property sold to the purchaser or purchasers. Under this special or limited warranty deed, Trustee will covenant that Trustee has not caused or allowed a lien or an encumbrance to burden the Property and that Trustee will specially warrant and defend the Property's title of the purchaser or purchasers at the sale against all lawful claims and demand of all persons claiming by, through or under Trustee. The recitals in any deed of conveyance will be prima facie evidence of the facts set forth therein. Upon sale of the Property, Trustee shall apply the proceeds in the order prescribed by law. Lender may purchase the Property.

All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require full and complete cure of any existing default. By not exercising any remedy on Grantor's default, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

18. SECTION 55-60 OF THE CODE OF VIRGINIA. This Security Instrument shall be construed to impose and confer upon the parties hereto, and the beneficiaries hereunder, all duties, rights and obligations prescribed in Section 55-60 of the Code of Virginia (1950), as amended, and in effect on the date of this Security Instrument, and the following provisions of that section are incorporated in this Security Instrument by short form reference:

- A. Exemptions waived.
- B. Subject to call upon default.
- C. Renewal, extension or reinstatement permitted.
- D. Any Trustee may act.
- E. Substitution of Trustees permitted.

19. EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS. Except when prohibited by law, Grantor agrees to pay all of Lender's expenses if Grantor breaches any covenant in this Security Instrument. Grantor will also pay on demand any amount incurred by Lender for insuring, inspecting, preserving or otherwise protecting the Property and Lender's security interest. These expenses will bear interest from the date of the payment until paid in full at the highest interest rate in effect as provided in the terms of the Secured Debt. Grantor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. This amount may include, but is not limited to, attorneys' fees, court costs, and other legal expenses. This Security Instrument shall remain in effect until released. Grantor agrees to pay for any recordation costs of such release.

20. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES. As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste," "hazardous substance," or "regulated substance" under any Environmental Law.

Grantor represents, warrants and agrees that:

- A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance has been, is, or will be located, transported, manufactured, treated, refined, or handled by any person on, under or about the Property, except in the ordinary course of business and in strict compliance with all applicable Environmental Law.
- B. Except as previously disclosed and acknowledged in writing to Lender, Grantor has not and will not cause, contribute to, or permit the release of any Hazardous Substance on the Property.
- C. Grantor will immediately notify Lender if (1) a release or threatened release of Hazardous Substance occurs on, under or about the Property or migrates or threatens to migrate from nearby property; or (2) there is a violation of any Environmental Law concerning the Property. In such an event, Grantor will take all necessary remedial action in accordance with Environmental Law.
- D. Except as previously disclosed and acknowledged in writing to Lender, Grantor has no knowledge of or reason to believe there is any pending or threatened investigation, claim, or proceeding of any kind relating to (1) any Hazardous Substance located on, under or about the Property; or (2) any violation by Grantor or any tenant of any Environmental Law. Grantor will immediately notify Lender in writing as soon as Grantor has reason to believe there is any such pending or

- threatened investigation, claim, or proceeding. In such an event, Lender has the right, but not the obligation, to participate in any such proceeding including the right to receive copies of any documents relating to such proceedings.
- E. Except as previously disclosed and acknowledged in writing to Lender, Grantor and every tenant have been, are and shall remain in full compliance with any applicable Environmental Law.
 - F. Except as previously disclosed and acknowledged in writing to Lender, there are no underground storage tanks, private dumps or open wells located on or under the Property and no such tank, dump or well will be added unless Lender first consents in writing.
 - G. Grantor will regularly inspect the Property, monitor the activities and operations on the Property, and confirm that all permits, licenses or approvals required by any applicable Environmental Law are obtained and complied with.
 - H. Grantor will permit, or cause any tenant to permit, Lender or Lender's agent to enter and inspect the Property and review all records at any reasonable time to determine (1) the existence, location and nature of any Hazardous Substance on, under or about the Property; (2) the existence, location, nature, and magnitude of any Hazardous Substance that has been released on, under or about the Property; or (3) whether or not Grantor and any tenant are in compliance with applicable Environmental Law.
 - I. Upon Lender's request and at any time, Grantor agrees, at Grantor's expense, to engage a qualified environmental engineer to prepare an environmental audit of the Property and to submit the results of such audit to Lender. The choice of the environmental engineer who will perform such audit is subject to Lender's approval.
 - J. Lender has the right, but not the obligation, to perform any of Grantor's obligations under this section at Grantor's expense.
 - K. As a consequence of any breach of any representation, warranty or promise made in this section, (1) Grantor will indemnify and hold Lender and Lender's successors or assigns harmless from and against all losses, claims, demands, liabilities, damages, cleanup, response and remediation costs, penalties and expenses, including without limitation all costs of litigation and attorneys' fees, which Lender and Lender's successors or assigns may sustain; and (2) at Lender's discretion, Lender may release this Security Instrument and in return Grantor will provide Lender with collateral of at least equal value to the Property secured by this Security Instrument without prejudice to any of Lender's rights under this Security Instrument.
 - L. Notwithstanding any of the language contained in this Security Instrument to the contrary, the terms of this section shall survive any foreclosure or satisfaction of this Security Instrument regardless of any passage of title to Lender or any disposition by Lender of any or all of the Property. Any claims and defenses to the contrary are hereby waived.
- 21. CONDEMNATION.** Grantor will give Lender prompt notice of any pending or threatened action, by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Grantor authorizes Lender to intervene in Grantor's name in any of the above described actions or claims. Grantor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be

considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

22. INSURANCE. Grantor agrees to maintain insurance as follows:

A. Grantor shall keep the Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires. What Lender requires pursuant to the preceding two sentences can change during the term of the Secured Debt. The insurance carrier providing the insurance shall be chosen by Grantor subject to Lender's approval, which shall not be unreasonably withheld. If Grantor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Security Instrument.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "loss payee clause." Grantor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Grantor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Grantor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Grantor.

Unless otherwise agreed in writing, all insurance proceeds shall be applied to restoration or repair of the Property or to the Secured Debt, whether or not then due, at Lender's option. Any application of proceeds to principal shall not extend or postpone the due date of scheduled payment nor change the amount of any payments. Any excess will be paid to the Grantor. If the Property is acquired by Lender, Grantor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.

- B. Grantor agrees to maintain comprehensive general liability insurance naming Lender as an additional insured in an amount acceptable to Lender, insuring against claims arising from any accident or occurrence in or on the Property.
- C. Grantor agrees to maintain rental loss or business interruption insurance, as required by Lender, in an amount equal to at least coverage of one year's debt service, and required escrow account deposits (if agreed to separately in writing), under a form of policy acceptable to Lender.

23. ESCROW FOR TAXES AND INSURANCE. Unless otherwise provided in a separate agreement, Grantor will not be required to pay to Lender funds for taxes and insurance in escrow.

24. FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS. Grantor will provide to Lender upon request, any financial statement or information Lender may deem reasonably necessary. Grantor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Grantor's obligations under this Security Instrument and Lender's lien status on the Property.

- 25. JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND.** All duties under this Security Instrument are joint and individual. If Grantor signs this Security Instrument but does not sign an evidence of debt, Grantor does so only to mortgage Grantor's interest in the Property to secure payment of the Secured Debt and Grantor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Grantor, Grantor agrees to waive any rights that may prevent Lender from bringing any action or claim against Grantor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. Grantor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Grantor's consent. Such a change will not release Grantor from the terms of this Security Instrument. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Grantor and Lender.
- 26. APPLICABLE LAW; SEVERABILITY; INTERPRETATION.** This Security Instrument is governed by the laws of the jurisdiction in which Lender is located, except to the extent otherwise required by the laws of the jurisdiction where the Property is located. This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.
- 27. SUCCESSOR TRUSTEE.** Lender, at Lender's option, may from time to time remove Trustee and appoint a successor or successors to any trustee without any other formality than the designation in writing. The successor or any successors to any trustee, without conveyance of the Property, shall succeed to all the title, power and duties conferred upon Trustee by this Security Instrument and applicable law.
- 28. NOTICE.** Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument, or to any other address designated in writing. Notice to one grantor will be deemed to be notice to all grantors.
- 29. WAIVERS.** Except to the extent prohibited by law, Grantor waives the benefit of the homestead exemption as to this obligation and any rights of appraisal and reinstatement.

GRANTOR HEREBY EXPRESSLY WAIVES AND RELEASES ANY REQUIREMENT OR OBLIGATION THAT THE LENDER OR THE TRUSTEE PRESENT EVIDENCE OR OTHERWISE PROCEED BEFORE ANY COURT, CLERK, OR OTHER JUDICIAL OR QUASI-JUDICIAL BODY BEFORE EXERCISE OF THE POWERS OF SALE CONTAINED IN THIS SECURITY INSTRUMENT AND IN SECTION 55-59 AND SECTIONS 55-59.1 THROUGH 55-59.4 OF THE CODE OF VIRGINIA (1950), AS AMENDED.

30. U.C.C. PROVISIONS. If checked, the following are applicable to, but do not limit, this Security Instrument:

- Construction Loan.** This Security Instrument secures an obligation incurred for the construction of an improvement on the Property.
- Fixture Filing.** Grantor grants to Lender a security interest in all goods that Grantor owns now or in the future and that are or will become fixtures related to the Property.
- Crops; Timber; Minerals; Rents, Issues and Profits.** Grantor grants to Lender a security interest in all crops, timber and minerals located on the Property as well as all rents, issues and profits of them including, but not limited to, all Conservation Reserve Program (CRP) and Payment in Kind (PIK) payments and similar governmental programs (all of which shall also be included in the term "Property").
- Personal Property.** Grantor grants to Lender a security interest in all personal property located on or connected with the Property, including all farm products, inventory, equipment, accounts, documents, instruments, chattel paper, general intangibles, and all other items of personal property Grantor owns now or in the future and that are used or useful in the construction, ownership, operation, management, or maintenance of the Property (all of which shall also be included in the term "Property"). The term "personal property" specifically excludes that property described as "household goods" secured in connection with a "consumer" loan as those terms are defined in applicable federal regulations governing unfair and deceptive credit practices.
- Filing As Financing Statement.** Grantor agrees and acknowledges that this Security Instrument also suffices as a financing statement and any carbon, photographic or other reproduction may be filed of record for purposes of Article 9 of the Uniform Commercial Code.

31. OTHER TERMS. If checked, the following are applicable to this Security Instrument:

- Line of Credit.** The Secured Debt includes a revolving line of credit provision. Although the Secured Debt may be reduced to a zero balance, this Security Instrument will remain in effect until released.
- Agricultural Property.** Grantor covenants and warrants that the Property will be used principally for agricultural or farming purposes and that Grantor is an individual or entity allowed to own agricultural land as specified by law.
- Separate Assignment.** The Grantor has executed or will execute a separate assignment of leases and rents. If the separate assignment of leases and rents is properly executed and recorded, then the separate assignment will supersede this Security Instrument's "Assignment of Leases and Rents" section.
- Attorneys' Fees.** The following are reasonable attorneys' fees in the event of default: _____

Entity Name: _____

(Signature) (Date) (Seal)

(Signature) (Date) (Seal)

ACKNOWLEDGMENT:

(Business or Entity Acknowledgment) COMMONWEALTH OF _____, COUNTY (OR CITY) OF _____ } ss.

This instrument was acknowledged before me this _____ day of _____

by _____ (Title(s))

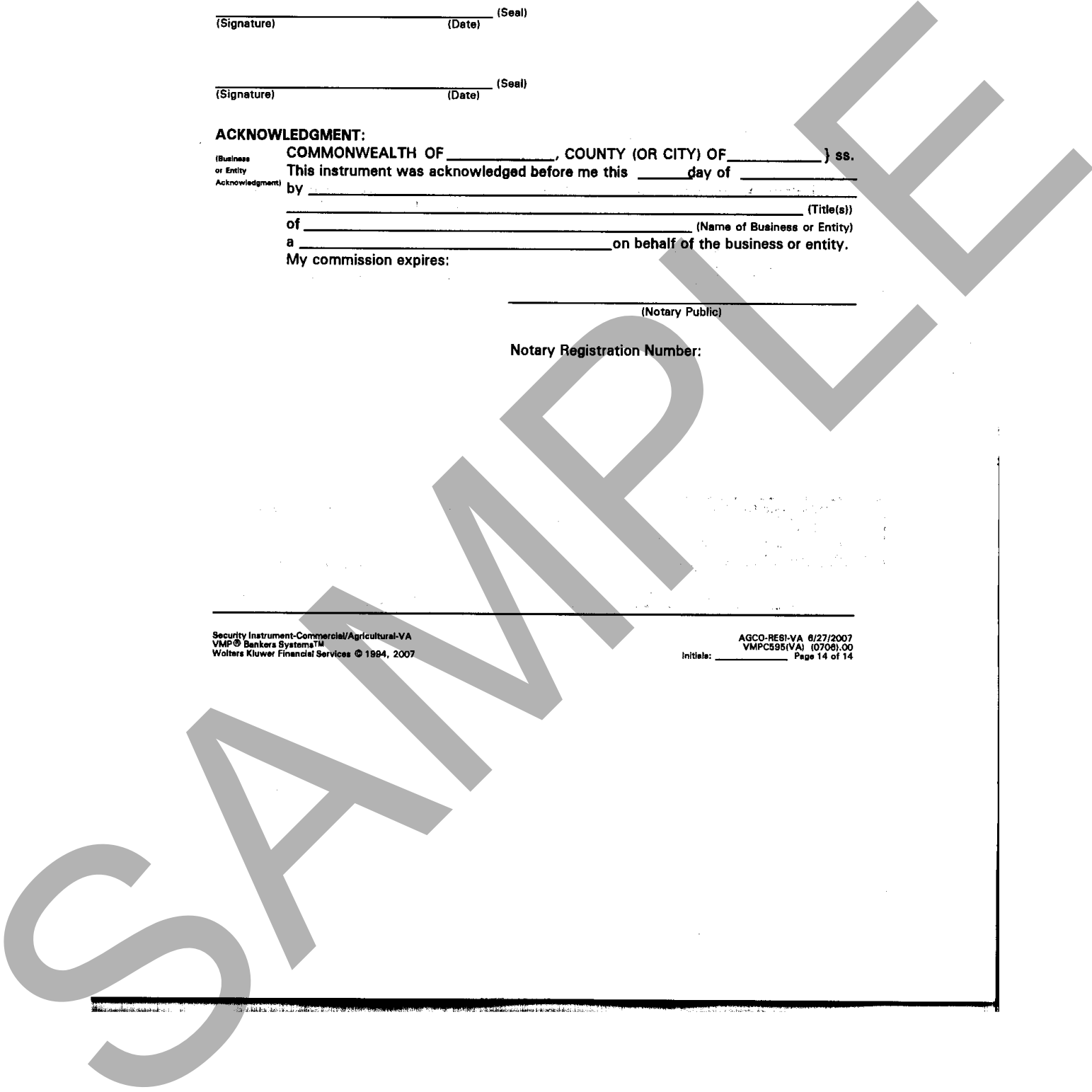
of _____ (Name of Business or Entity)

a _____ on behalf of the business or entity.

My commission expires:

(Notary Public)

Notary Registration Number:



Additional Terms.

SIGNATURES: By signing below, Grantor agrees to the terms and covenants contained in this Security Instrument and in any attachments. Grantor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1.

Witness the following signatures and seals.

Billy L. Cook 11-6-09 (Seal) *Tammy L. Cook* 11-6-09 (Seal)
(Signature) BILLY L. COOK (Date) (Signature) TAMMY L. COOK (Date)

(Signature) (Date) (Signature) (Date) (Seal)

ACKNOWLEDGMENT:

(Individual) COMMONWEALTH OF VIRGINIA, COUNTY (OR CITY) OF WASHINGTON } ss.
This instrument was acknowledged before me this 6TH day of NOVEMBER, 2009
by BILLY L. COOK; TAMMY L. COOK
My commission expires: 1-31-2012

TAMMIE DEANE FLETCHER
NOTARY PUBLIC
REGISTRATION # 7168242
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES 1-31-2012

Tammie Deane Fletcher
(Notary Public)

Notary Registration Number: 7168242

SCHEDULE "A"

PARCEL NO. ONE:

All those certain tracts or parcels of land consisting of 10.75 acres (10.68 + .07), together with all improvements thereon and appurtenances thereunto belonging, situate, lying and being in the Jefferson Magisterial District of Washington County, Virginia, which properties have Tax Map Numbers of 067-A-21B and 067-A-21C, which tracts are described as Tracts B and C on a plat entitled in part: "PLAT SHOWING THE PROPERTY OF GARFIELD CAUDILL & ELIZABETH CAUDILL BEING THE REMAINDER OF D.B. 643 PG. 449 LOCATED IN THE JEFFERSON MAGISTERIAL DISTRICT WASHINGTON COUNTY, VIRGINIA" made by John S. Rasnick, L.S. dated May 13, 1996, which plat is of record in the Office of the Clerk of the Circuit Court of Washington County, Virginia, in Plat Book 31, Page 92, reference to which plat is hereby made for a more particular description of the property herein conveyed.

LESS AND EXCEPT that certain 2.95 acres tract as shown on plat prepared by John S. Rasnick, L.S., dated September 17, 2004, which plat is entitled in part "TALMAGE OAKLEY SANDERS AND BETTY LOU CAUDILL SANDERS", which plat is attached hereto and made a part hereof, reference to which is hereby made.

"The parties of the first part further grant and convey to the parties of the second part as tenants by the entirety with right of survivorship as at common law a right-of-way twenty feet in width running along the western side of Tract A as depicted on said plat for the purpose of ingress and egress by vehicular and pedestrian traffic to and from said Tract B and said Tract C, and other property of the parties of the second part, from and to Virginia State Route 80 and the said properties of the second parties or any parts thereof. Tract A is not hereby conveyed and is specifically retained by the first parties subject to said right-of-way."

"The said twenty foot right-of-way is for the benefit of the parties of the second part, Tracts B and C, and other property of the second parties shall run with the land."

"The parties of the first part do hereby RESERVE for the benefit of themselves and Tract A the nonexclusive easement or right to lay, construct, erect, repair, replace, and maintain an underground pipe line of any construction, not exceeding one and one-fourth (1 1/4) inches in diameter from springs located on said Tract C, the general location of which springs is depicted on said plat, along with the right to use and obtain water from the said springs through such pipe line for the benefit of themselves and Tract A. This reservation is for the benefit of the second parties and Tract A and shall run with the land."

"The parties of the second part shall have the non-exclusive right to use the water from the said springs for residential use only on Tract A, and they shall also have the right to do whatever shall be reasonably necessary within the said easement for the full enjoyment of the easements hereby conveyed."

"The said location of the said pipe line or any future replacements thereof running to the said springs shall be in the same location as the pipe line which presently runs from the said springs on Tract C to the dwelling on Tract A (the present line is located along the southwest boundary of Tract A)."

"The width of the said easement for the pipe shall be no more than is reasonably necessary to enjoy the said easement and shall in no event exceed five feet on either side of said pipe line."

54
33

“This reservation of the said easements or right to use the said spring for the benefit of Tract A and the said easements or rights shall be inheritable or assignable along with any other interests in the said Tract A so long as said water is for residential purposes on Tract A.”

AND BEING the same real property conveyed unto Tammy L. Cook by Deed dated March 2, 2005 and recorded in the Office of the Clerk of the Circuit Court of Washington County, Virginia in Instrument Number 050001704.

PARCEL NO. TWO

All that certain tract or parcel of land, together with all improvements thereon and appurtenances thereunto belonging, situate, lying and being in the Monroe Magisterial District of Washington County, Virginia, which parcel has a Tax Map Number of 052-7-1, and more particularly described as being Tract No. 1, containing 7.117 acres, more or less, as shown on a Plat entitled “*THE MAURICE H. MOORE III AND ALLLISON M. PENNELL LANDS*,” prepared by L.K. Addison, C.L.S. of Addison Surveyors, dated June 19, 1997, a copy of which is of record in the Clerk’s Office of the Circuit Court of Washington County, Virginia, in Plat Book 33, at Page 70, reference to which is hereby made for a more particular description of said tract or parcel of land herein conveyed.

AND BEING the same real property conveyed unto Tammy L. Cook by Deed dated April 30, 1998 and recorded in the Office of the Clerk of the Circuit Court of Washington County, Virginia in Deed Book 1006, Page 448.

PARCEL NO. THREE:

All that certain tract or parcel of land, together with all improvements thereon and appurtenances thereunto belonging, situate, lying and being in the Monroe Magisterial District of Washington County, Virginia, which parcel has a Tax Map Number of 052-7-2, and more particularly described as being Tract No. 2, containing 1.00 acres, more or less, as shown on a Plat entitled “*THE MAURICE H. MOORE III AND ALLLISON M. PENNELL LANDS*,” prepared by L.K. Addison, C.L.S. of Addison Surveyors, dated June 19, 1997, a copy of which is of record in the Clerk’s Office of the Circuit Court of Washington County, Virginia, in Plat Book 33, at Page 70, reference to which is hereby made for a more particular description of said tract or parcel of land herein conveyed.

AND BEING the same real property conveyed unto Tammy L. Cook by Deed dated September 23, 1998 and recorded in the Office of the Clerk of the Circuit Court of Washington County, Virginia in Deed Book 1022, Page 604.

PARCEL NO. FOUR: •

All that certain tract or parcel of land together with all improvements thereon and appurtenances thereunto belonging, situate, lying and being in the Jefferson Magisterial District of Washington County, Virginia which parcel has a Tax Map Number of 067-A-15, being more particularly described as follows:

BEGINNING at a point in the midline of Va-Washington County Route No. 80; thence with the J. Lee Snavley property line N 46° 57' E 590.0 feet to a point; thence N 56° 10' E 336.0 feet to a point; thence S 52° 25' E 168.5 feet to a post; thence N 75° 20' E 245.0 feet to a post; thence N 75° 20' E 25.0 feet to a stake; thence N 8° 40' W 373.0 feet to a point; thence S 87° 45' E 821.7 feet to a post with chestnut pointers; thence S 18° 45' E 405.9 feet to a post; thence S 63° 30' W 734.25 feet to an iron pin at a poplar; thence S 61° 46' W 605.74 feet to an iron pin; thence N 61° 32' W 245.92 feet to an iron pin; thence N 33° 18' W 144.70 feet to an iron pin; thence S 58° 05' W 59.25 feet to a point; thence S 59° 55' W 338.0 feet to another point in the mid-line of Va-Washington County Route No. 80; thence with the mid-line of said Route No. 80 N 30° 05' W 113.0 feet to the **BEGINNING**, and consisting of **23 acres**, more or less and also being described on a plat dated November 27, 1971, by J.C. Moorefield, CLS, which plat is partly designated as "From: Garfield Caudill, To: Oakley Sanders", a copy of which plat is of record in the Office of the Clerk of the Circuit Court of Washington County, Virginia in Deed Book 481, Page 540, reference to which plat is hereby made for a more particular description of the property herein conveyed.

"There is specifically reserved from this conveyance to the parties of the first part during their joint and individual lives the right to use the garage structure which is presently located on the property conveyed, and hereinabove described, and to use any reasonable routes on the said property hereby conveyed for ingress and egress to and from the said garage structure for such use."

"The parties of the first part does hereby also grant and convey to the parties of the second part as tenants by the entireties, with right of survivorship as at common law, with covenants of general warranty and English covenants of title, as easement or right to lay, construct, erect, repair, replace, and maintain a pipe line of any construction, not exceeding three-fourths (3/4) inches in diameter from either or both of the springs which are located on other property of the parties of the first part, which other property lies on the west side of said Route No. 80, to the above described property, along with the right to use water from the said springs through such pipe line"

"The parties of the second part shall have the right to use the water from the said springs for any manner and for any purposes whatsoever, and they shall also have the right to do whatever is reasonably necessary for the full enjoyment of the easements hereby conveyed."

"The location of said pipe line shall be the same or be approximately same location as the pipe line which presently runs from the said springs to other property of the parties of the second part is located. Both the parties of the second part and the parties of the first part shall have the right to ascertain the exact location of the exact location of the pipe line by an accurate survey by a qualified surveyor."

"This conveyance of the said easements or right to use the said springs are for the benefit of the above described land hereby conveyed and the said easements or rights shall be inheritable or assignable along with any other interests in the said property hereby conveyed, and above described."

AND BEING the same real property conveyed unto Tammy L. Cook by Deed dated March 2, 2005 and recorded in the Office of the Clerk of the Circuit Court of Washington County, Virginia in Instrument Number 050001704.

All that certain tract or parcel of real estate, together with all improvements thereon and appurtenances thereunto belonging, situate and being in the Harrison Magisterial District of Washington County, Virginia, which parcel has a **Tax Map Number of 106B-4-18A**, known and designated as **Tract No. 18**, containing **1.36 acres**, of the **ROBERT DALE SUBDIVISION**, as shown on a plat entitled, "**BYRD PROPERTIES LIMITED PARTNERSHIP**," prepared by John S. Rasnick, L.S. No. 002003 dated February 14, 2006, a copy of which is of record in the Office of the Clerk of the Circuit Court of Washington County, Virginia, in Instrument Number 060001626, reference to which is here made for a more particular description of the real property hereby conveyed.

AND BEING the same real property conveyed unto Billy L. and Tammy L. Cook by Deed dated, December 22, 2008 and recorded in the Office of the Clerk of the Circuit Court of Washington County, Virginia as Instrument Number 080008434.

PARCEL NO. SIX: •

All that certain tract or parcel of land, together with all improvements thereon and appurtenances thereunto belonging, situate, lying and being in the Monroe Magisterial District of Washington County, Virginia, which parcel has a **Tax Map Number of 089-A-54**, being located on Highway No. 736, and said tract of land, known as the Davidson Place, is more particularly described as follows:

Fronting on Highway No. 736; bounded on the west by lands of Blakemore; on the north and west by lands of M. L. Robinson; on the north by the lands of John Kelly Estate, now William Kelly, the lands of Bowers and Mattie Orr Henniger, the entire boundary *containing approximately 163 acres, more or less.*

AND BEING the same real property conveyed unto Billy L. and Tammy L. Cook by Deed dated, May 16, 2003 and recorded in the Office of the Clerk of the Circuit Court of Washington County, Virginia as Instrument Number 000038361.

PARCEL NO. SEVEN: •

All that certain lot or parcel of real estate, together with all improvements thereon and appurtenances thereunto belonging, situate and being in the Jefferson Magisterial District of Washington County, Virginia, which parcel has a **Tax Map Number of 066-3-2B** containing **2.73 acres, more or less**, as shown on a plat entitled, "**PLAT SHOWING A PART OF THE EULA MOORE PROPERTY**," prepared by Gale W. Maiden, L.S., dated December 20, 1994, a copy of which is of record in the Office of the Clerk of the Circuit Court of Washington County, Virginia, in Deed Book 908 Page 357, reference to which is here made for a more particular description of the real property hereby conveyed.

"There is included with this conveyance a right to connect to an existing water line which is situate under the property herein conveyed. Said water line runs from a spring located on the property retained by Eula Moore to the Blevins property adjoining the property herein conveyed. The right herein conveyed includes the right to receive water from said spring."

"There is excepted and reserved from this conveyance an undivided one-half interest in the oil and gas in, on, or under the lands herein conveyed, pursuant to deed of record in said Clerk's Office in Deed Book 240, Page 155."

AND BEING the same real property conveyed unto Tammy L. Cook by Deed dated, January 9, 1995 and recorded in the Office of the Clerk of the Circuit Court of Washington County, Virginia in Deed Book 908, Page 355

PARCEL NO. EIGHT:

All that certain 0.92 Acre tract or parcel of real estate, together with all improvements thereon and appurtenances thereunto belonging, situate and being in the Jefferson Magisterial District of Washington County, Virginia, which parcel has a Tax Map Number of 066-3-2A as shown and described on that certain plat entitled in part "PLAT OF THE HERBERT HOLMES PROPERTY - OWNER FRANKLIN REAL ESTATE COMPANY", dated June 19, 1992, which plat is of record in the Office of the Clerk of the Circuit Court of Washington County, Virginia in Deed Book 851, Page 57, reference to which is hereby made for a more particular description of the real property hereby conveyed.

AND BEING the same real property conveyed unto Billy L. Cook and Tammy L. Cook by Deed dated November 16, 1998, and recorded in the Office of the Clerk of the Circuit Court of Washington County, Virginia in Deed Book 1027, Page 436, reference to which is hereby made.

"The Grantor further convey unto the Grantee the right to pump water from a spring located on the adjoining property, now owned or formerly owned by Campbell and Eula Moore, together with the right to install and maintain a pump at said spring and the right to install and maintain a one (1) inch water line from said spring to the property herein conveyed, as well as all necessary rights of ingress and egress for said purposes."

PARCEL NO. NINE:

All that certain tract or parcel of real estate, together with all improvements thereon and appurtenances thereunto belonging, situate and being on north side of Virginia Secondary Route No. 740, west of Virginia Secondary Route No. 80, and south of Virginia Secondary Route 742 in the Jefferson Magisterial District of Washington County, Virginia, which parcel has a Tax Map Number of 048-4-5, thought to contain 33.88 Acres, more or less, being the remainder of the real estate originally conveyed to Campbell Moore and Eula Moore by Deed dated September 20, 1949 and recorded in the Office of the Clerk of the Circuit Court of Washington County, Virginia in Deed Book 240, Page 155. Reference is hereby made to the following survey plats of record in the aforesaid Clerk's Office which depicts, in part, the boundaries of the real estate hereby conveyed: Plat Book 48, Page 94 and Plat Book 49, Page 9. There is hereby EXCEPTED and RESERVED from this conveyance a twenty-foot (20') in width, non-exclusive appurtenant easement or right-of-way as shown on the aforesaid plat of record in Plat Book 49, Page 9 for the benefit of the parcels shown thereon.

AND BEING the same real property conveyed unto Billy L. Cook and Tammy L. Cook by Deed dated November 14, 2009 and recorded in the Office of the Clerk of the Circuit Court of Washington County, Virginia in Deed Book 1027, Page 436, reference to which is hereby made.

INSTRUMENT #110005828
RECORDED IN THE CLERK'S OFFICE OF
WASHINGTON COUNTY ON
NOVEMBER 14, 2011 AT 10:58AM

INSTRUMENT #090007344
RECORDED IN THE CLERK'S OFFICE OF
WASHINGTON COUNTY ON
NOVEMBER 6, 2009 AT 03:14PM

PATRICIA S. MOORE, CLERK
RECORDED BY: KXM

PATRICIA S. MOORE, CLERK
RECORDED BY: KXM

APPOINTMENT OF SUBSTITUTE TRUSTEE

THIS APPOINTMENT OF SUBSTITUTE TRUSTEE, made this 22 day of September, 2014, by **NEW PEOPLES BANK, INC.** (the "Lender").

WITNESSETH:

WHEREAS, by a certain deed of trust dated November 6, 2009 (corrected), and recorded in the Office of the Clerk of the Circuit Court of Washington County, Virginia, as Instrument No. 090007344, and subsequently as Instrument No. 110005828, **BILLY L. COOK AND TAMMY L. COOK** conveyed to **JOYCE KILGORE AND JONATHAN MULLINS, TRUSTEES**, certain real property located in Washington County, Virginia (the "Deed of Trust"), said conveyance being in trust to secure the payment, with interest thereon, of those two (2) certain promissory notes dated November 6, 2009, executed by Billy L. Cook and Tammy L. Cook in the original principal amounts of Nine Hundred Sixty Thousand and 00/100 Dollars (\$960,000.00) and One Hundred Thousand and 00/100 (\$100,000.00), and any and all renewals, extensions, modifications and or replacements thereof (collectively the "Note"); and

WHEREAS, the Lender is the holder of the Note and the beneficiary under the Deed of Trust; and

WHEREAS, the Note remains unpaid, and the Lender hereby elects to appoint a substitute trustee for the Deed of Trust.

NOW, THEREFORE, by virtue of the authority contained in the Deed of Trust, the Lender does hereby remove the originally named trustee and does hereby appoint **JOSEPH B. LYLE** of Washington County, Virginia, as Substitute Trustee, and the Substitute Trustee, in accordance with the provisions of the Deed of Trust, does hereby succeed to all the power, authority, rights and duties conferred upon the original trustee by applicable law and by the Deed of Trust.

THIS INSTRUMENT
PREPARED BY:

HALE, LYLE & RUSSELL
ATTORNEYS AT LAW
P. O. BOX 274
BRISTOL, TN 37621

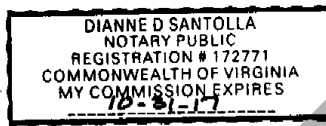
Witness the following signature and seal.

NEW PEOPLES BANK, INC.

By: Ray Bowling
Ray Bowling, Vice President

COMMONWEALTH OF VIRGINIA
COUNTY OF RUSSELL

The foregoing instrument was acknowledged before me this 22 day of September, 2014, by Ray Bowling, Vice President of New Peoples Bank, Inc., a corporation, on behalf of the corporation.



Dianne D Santolla
Notary Public

My Commission Expires: 10-31-17

INSTRUMENT #140004537
RECORDED IN THE CLERK'S OFFICE OF
WASHINGTON COUNTY ON
OCTOBER 7, 2014 AT 02:12PM

2 PATRICIA S. MOORE, CLERK
RECORDED BY: KXM

THIS INSTRUMENT
PREPARED BY:

HALE, LYLE & RUSSELL
ATTORNEYS AT LAW
P. O. BOX 274
BRISTOL, TN 37621

JUDGMENTS, UCC, AND LIENS EXHIBIT

Area: SMALL BUSINESS/SELF EMPLOYED AREA #4 Serial Number 540114841
 Lien Unit Phone: (804) 916-8040 For Optional Use by Recording Office

As provided by section 6321, 6322, and 6323 of the Internal Revenue Code, we are giving a notice that taxes (including interest and penalties) have been assessed against the following-named taxpayer. We have made a demand for payment of this liability, but it remains unpaid. Therefore, there is a lien in favor of the United States on all property and rights to property belonging to this taxpayer for the amount of these taxes, and additional penalties, interest, and costs that may accrue.

Name of Taxpayer TAMMY LYNN COOK
 Residence 27493 OLD SALTWORKS ROAD
 MEADOWVIEW, VA 24361

IMPORTANT RELEASE INFORMATION: For each assessment listed below, unless notice of the lien is refiled by the date given in column (e), this notice shall, on the day following such date, operate as a certificate of release as defined in IRC 6325(a).

Kind of Tax (a)	Tax Period Ending (b)	Identifying Number (c)	Date of Assessment (d)	Last Day for Refiling (e)	Unpaid Balance of Assessment (f)
941	12/31/2000	54-1778755	03/05/2001	04/04/2011	7794.13

Place of Filing Clerk of the Circuit Court Washington County Abingdon, VA 24210 Total \$ 7794.13

This notice was prepared and signed at Richmond, VA, on this, the 06th day of August, 2001.
 JUDGEMENT LIEN DOCKET
 BK 41 PG 390
 DATE 8-9-01 TIME 11:10AM
 Crystal J. Bailey, ac

Signature *T. Hunter* for T. HUNTER Title Revenue Officer 54-01-3003 (540) 669-5499

(NOTE: Certificate of officer authorized by law to take acknowledgment is not essential to the validity of Notice of Federal Tax lien Rev. Rul. 71-466, 1971-2 C.B. 409) Part 1 - Kept By Recording Office Form 668(Y)(c) (Rev. 10-00) CAT. NO 60025X

Area: SMALL BUSINESS/SELF EMPLOYED AREA #4
 Lien Unit Phone: (804) 916-8040
 Serial Number: 540228362
 For Optional Use by Recording Office

As provided by section 6321, 6322, and 6323 of the Internal Revenue Code, we are giving a notice that taxes (including interest and penalties) have been assessed against the following-named taxpayer. We have made a demand for payment of this liability, but it remains unpaid. Therefore, there is a lien in favor of the United States on all property and rights to property belonging to this taxpayer for the amount of these taxes, and additional penalties, interest, and costs that may accrue.

BOOK 42 PAGE 227

Name of Taxpayer TAMMY LYNN COOK

Residence 27493 OLD SALTWORKS RD
 MEADOWVIEW, VA 24361

IMPORTANT RELEASE INFORMATION: For each assessment listed below, unless notice of the lien is refiled by the date given in column (e), this notice shall, on the day following such date, operate as a certificate of release as defined in IRC 6325(a).

Kind of Tax (a)	Tax Period Ending (b)	Identifying Number (c)	Date of Assessment (d)	Last Day for Refiling (e)	Unpaid Balance of Assessment (f)
941	03/31/2001	54-1778755	11/12/2001	12/12/2011	11697.20
941	09/30/2001	54-1778755	12/24/2001	01/23/2012	26567.34
941	12/31/2001	54-1778755	04/01/2002	05/01/2012	64102.89

Place of Filing Clerk of the Circuit Court
 Washington County
 Abingdon, VA 24210
 Total \$ 102367.43

This notice was prepared and signed at Richmond, VA JUDGEMENT LIEN DOCKET
 BK 42 PG 227
 DATE 7-29-02 TIME 8:50 AM
 the 22nd day of July, 2002
 Capital J. Bailey, DC

Signature *v. J. Hill*
 for TOM HUNTER
 Title REVENUE OFFICER
 (540) 669-5499
 24-12-3003

Area: SMALL BUSINESS/SELF EMPLOYED AREA #4
 Lien Unit Phone: (804) 916-8040
 Serial Number: 540234361
 For Optional Use by Recording Office

BOOK 42 PAGE 696

As provided by section 6321, 6322, and 6323 of the Internal Revenue Code, we are giving a notice that taxes (including interest and penalties) have been assessed against the following-named taxpayer. We have made a demand for payment of this liability, but it remains unpaid. Therefore, there is a lien in favor of the United States on all property and rights to property belonging to this taxpayer for the amount of these taxes, and additional penalties, interest, and costs that may accrue.

Name of Taxpayer TAMMY LYNN COOK

Residence 27493 OLD SALTWORKS RD
 MEADOWVIEW, VA 24361

IMPORTANT RELEASE INFORMATION For each assessment listed below, unless notice of the lien is refiled by the date given in column (e), this notice shall, on the day following such date, operate as a certificate of release as defined in IRC 6325(a).

Kind of Tax (a)	Tax Period Ending (b)	Identifying Number (c)	Date of Assessment (d)	Last Day for Refiling (e)	Unpaid Balance of Assessment (f)
941	03/31/2002	54-1778755	07/08/2002	08/07/2012	69420.09

Place of Filing Clerk of the Circuit Court
 Washington County
 Abingdon, VA 24210
 Total \$ 69420.09

This notice was prepared and signed at Richmond, VA, on this, 11th day of November, 2002.
42 696
11-18-02 12:13 pm
Captain J. Bailey, ac

Signature *v. 2 Fells*
 for TOM HUNTER
 Title REVENUE OFFICER
 (276) 669-5499
 24-12-3003

(NOTE: Certificate of officer authorized by law to take acknowledgment is not essential to the validity of Notice of Federal Tax lien
 Rev. Rul. 71-466, 1971 - 2 C.B. 409)

601

Department of the Treasury - Internal Revenue Service

Form 668 (Y)(c)
(Rev. October 2000)

Notice of Federal Tax Lien

Area:
SMALL BUSINESS/SELF EMPLOYED AREA #4
Lien Unit Phone: (804) 916-8040

Serial Number
540339954

For Optional Use by Recording Office

BOOK 43 PAGE 101

As provided by section 6321, 6322, and 6323 of the Internal Revenue Code, we are giving a notice that taxes (including interest and penalties) have been assessed against the following-named taxpayer. We have made a demand for payment of this liability, but it remains unpaid. Therefore, there is a lien in favor of the United States on all property and rights to property belonging to this taxpayer for the amount of these taxes, and additional penalties, interest, and costs that may accrue.

Name of Taxpayer TAMMY LYNN COOK

Residence 27493 OLD SALTWORKS RD
MEADOWVIEW, VA 24361

IMPORTANT RELEASE INFORMATION For each assessment listed below, unless notice of the lien is refiled by the date given in column (e), this notice shall, on the day following such date, operate as a certificate of release as defined in IRC 6325(a).

Kind of Tax (a)	Tax Period Ending (b)	Identifying Number (c)	Date of Assessment (d)	Last Day for Refiling (e)	Unpaid Balance of Assessment (f)
941	09/30/2002	54-1778755	12/30/2002	01/29/2013	32554.17

Place of Filing

Clerk of the Circuit Court
Washington County
Abingdon, VA 24210

Total \$ 32554.17

This notice was prepared and signed at Richmond, VA JUDGEMENT LIEN DOCKET, on this,
BK 43 PG 101
DATE 3-14-03 TIME 1:51pm
Capt. D. Ferguson
the 11th day of March, 2003.

Signature

S. S. Brown

Title
REVENUE OFFICER
(276) 642-7406

24-12-3003

for TOM HUNTER

(NOTE: Certificate of officer authorized by law to take acknowledgment is not essential to the validity of Notice of Federal Tax Lien
Rev. Rul. 71-466, 1971 - 2 C.B. 409)

Part 1 - Sent By Recording Office

Form 668(Y)(c) (Rev. 10-00)

Area: SMALL BUSINESS/SELF EMPLOYED AREA #4
 Lien Unit Phone: (410) 962-1871
 Serial Number: 124469203
 For Optional Use by Recording Office

As provided by section 6321, 6322, and 6323 of the Internal Revenue Code, we are giving a notice that taxes (including interest and penalties) have been assessed against the following-named taxpayer. We have made a demand for payment of this liability, but it remains unpaid. Therefore, there is a lien in favor of the United States on all property and rights to property belonging to this taxpayer for the amount of these taxes, and additional penalties, interest, and costs that may accrue.

BK 43 PG 511

Name of Taxpayer TAMMY LYNN COOK

Residence 27493 OLD SALTWORKS RD
 MEADOWVIEW, VA 24361

IMPORTANT RELEASE INFORMATION: For each assessment listed below, unless notice of the lien is refiled by the date given in column (e), this notice shall, on the day following such date, operate as a certificate of release as defined in IRC 6325(a).

Kind of Tax (a)	Tax Period Ending (b)	Identifying Number (c)	Date of Assessment (d)	Last Day for Refiling (e)	Unpaid Balance of Assessment (f)
941	12/31/2002	54-1778755	03/24/2003	04/23/2013	36463.10

Place of Filing Clerk of the Circuit Court
 Washington County
 Abingdon, VA 24210
 Total \$ 36463.10

This notice was prepared and signed at BALTIMORE, MD
 the 17th day of July, 2003.
 JUDGEMENT LIEN DOCKET
 BK 43 PG 511
 DATE 7-21-03 TIME 2:55pm
 Cynthia C. Ferguson, DC

Signature S. S. Brown
 for TOM HUNTER
 Title REVENUE OFFICER
 (276) 642-7406
 24-12-3003

(NOTE: Certificate of officer authorized by law to take acknowledgment is not essential to the validity of Notice of Federal Tax lien
 Rev. Rul. 71-466, 1971 - 2 C.B. 409)

Part 1 - Kept By Recording Office

Form 668(Y)(c) (Rev. 10-00)
 CAT. NO 60025X

Notice of Federal Tax Lien

Area: SMALL BUSINESS/SELF EMPLOYED AREA #4
 Lien Unit Phone: (410) 962-1871
 Serial Number: 134265103
 For Optional Use by Recording Office

As provided by section 6321, 6322, and 6323 of the Internal Revenue Code, we are giving a notice that taxes (including interest and penalties) have been assessed against the following-named taxpayer. We have made a demand for payment of this liability, but it remains unpaid. Therefore, there is a lien in favor of the United States on all property and rights to property belonging to this taxpayer for the amount of these taxes, and additional penalties, interest, and costs that may accrue.

BOOK 43 PAGE 804

Name of Taxpayer TAMMY LYNN COOK

Residence 27493 OLD SALTWORKS RD
 MEADOWVIEW, VA 24361

IMPORTANT RELEASE INFORMATION: For each assessment listed below, unless notice of the lien is refiled by the date given in column (e), this notice shall, on the day following such date, operate as a certificate of release as defined in IRC 6325(a).

Kind of Tax (a)	Tax Period Ending (b)	Identifying Number (c)	Date of Assessment (d)	Last Day for Refiling (e)	Unpaid Balance of Assessment (f)
941	06/30/2002	54-1778755	06/30/2003	07/30/2013	78976.92

Place of Filing Clerk of the Circuit Court
 Washington County
 Abingdon, VA 24210
 Total \$ 78976.92

This notice was prepared and signed at BALTIMORE, MD on this, 16th day of September, 2003.
Capital Jerguash, ac

Signature K. L. Blunt Title REVENUE OFFICER
 for TOM HUNTER (276) 642-7406 24-12-3003

(NOTE: Certificate of officer authorized by law to take acknowledgment is not essential to the validity of Notice of Federal Tax lien Rev. Rul. 71-466, 1971-2 C.B. 409)

Area:
SMALL BUSINESS/SELF EMPLOYED AREA #4
Lien Unit Phone: (410) 962-1871

Serial Number
540228362

For Use by Recording Office

I certify that the following-named taxpayer, under the requirements of section 6325 (a) of the Internal Revenue Code has satisfied the taxes listed below and all statutory additions. Therefore, the lien provided by Code section 6321 for these taxes and additions has been released. The proper officer in the office where the notice of internal revenue tax lien was filed on July 29 2002, is authorized to note the books to show the release of this lien for these taxes and additions.

Name of Taxpayer
TAMMY LYNN COOK

Residence 27493 OLD SALTWORKS RD
MEADOWVIEW, VA 24361

COURT RECORDING INFORMATION:
Liber Page UCC No. Serial No.
42 227 n/a n/a

Kind of Tax (a)	Tax Period Ending (b)	Identifying Number (c)	Date of Assessment (d)	Last Day for Refiling (e)	Unpaid Balance of Assessment (f)
941	03/31/2001	54-1778755	11/12/2001	12/12/2011	11697.20
941	09/30/2001	54-1778755	12/24/2001	01/23/2012	26567.34
941	12/31/2001	54-1778755	04/01/2002	05/01/2012	64102.89

THE LIEN OF THIS JUDGEMENT HAS BEEN SATISFIED AND HEREBY RELEASED BY AUTHORITY OF Court of Release DATED 5-26-04 THIS 25th DAY OF June 2004 AT 9:34 AM PM.

SIGNED
TESTE Cynthia Ferguson DEPUTY CLERK

Place of Filing
Clerk of the Circuit Court
Washington County
Abingdon, VA 24210

Total \$ 102367.43

This notice was prepared and signed at Richmond, VA, on this, the 26th day of May, 2004.

Signature K. L. Blunt Title Compliance Technical Support Manager

(NOTE: Certificate of officer authorized by law to take acknowledgments is not essential to the validity of Certificate of Release of Federal Tax lien Rev. Rul. 71-466, 1971 - 2 C.B. 409)



COMMONWEALTH OF VIRGINIA

Virginia Employment Commission
703 East Main Street

Dolores A. Esser
Commissioner

P. O. Box 1358
Richmond, Virginia 23218
(804) 371-8050 Voice/TDD

MEMORANDUM OF LIEN FOR COLLECTION OF TAXES PURSUANT TO §58.1-1805 AND §60.2-521 OF THE CODE OF VIRGINIA

KNOW ALL MEN that the Virginia Employment Commission does hereby give notice of this memorandum filed in the Clerk's Office, COUNTY OF WASHINGTON, Va. which sets forth as follows:

TAMMY L COOK
MOUNTAIN VIEW CONSTRUCTION
27493 OLD SALTWORKS RD
MEADOWVIEW, VA 24361

JUDGEMENT LIEN DOCKET
BK 48 PG 222
DATE 9-26-06 TIME 10:30

Donald Cagnen

Account No. 0005219213

is indebted to the Commonwealth for delinquent taxes as follows:

Taxable Period	Amount of Tax	Interest*	Penalty
1st qtr 2006	9,748.70	731.15	.00
2nd qtr 2006	4,193.32	125.80	.00

TOTAL = \$14,798.97

* Interest continues to accrue on unpaid tax at the rate of 1½ % per month from due date of payment.

This Memorandum shall have the same effect as a judgement in favor of the Commonwealth. A true copy of this memorandum was mailed/delivered to

TAMMY L COOK, taxpayer, this 25 day of September, 2006.

Witness my hand this 25 day of September, 2006.

Virginia Employment Commission

By *Gerald Smith*
Mr. Gerald Smith
Unemployment Insurance Services Manager

Certificate of Acknowledgment:

City/County of Bristol
Commonwealth of Virginia

The foregoing instrument was acknowledged before me this 25th day of September 2006.

by Mr. Gerald Smith

Mildred H. Stutzer

My commission expires: 9-30-06



COMMONWEALTH OF VIRGINIA

Virginia Employment Commission

Dolores A. Esser
Commissioner

192 Bristol East Rd
P O Box 16129
Bristol, Va 24209-6129

KATHY P. CRANE, Clerk of the Circuit Court
CIRCUIT COURT OF WASHINGTON COUNTY
P.O. BOX 289
ABINGDON, Virginia 24212-0289

October 30, 2006

Re: Virginia Employment Commission
V.
TAMMY L COOK
MOUNTAIN VIEW CONSTRUCTION

Account No. 0005219213

You are hereby authorized to release on the record at the
J.L.D. No. 48, page 222, a certain judgement against
TAMMY L COOK in favor of the Commonwealth of
Virginia, Virginia Employment Commission as the same has been satisfied.
The judgement is for the sum of \$14,798.97, and was recorded in the
court on 26 day of September, 2006.

Thank you

Terri Vermillion
Terri Vermillion
Unemployment Insurance
Services Tax Representative

THE LIEN OF THIS JUDGEMENT HAS BEEN
SATISFIED AND HEREBY RELEASED BY AUTHORITY
OF Debt Release DATED 10:30 AM
THIS 2nd DAY OF November 2006
AT 14:22 AM/PM.

SIGNED _____
TESTE *Donald Cagney* DEPUTY CLERK

Certificate of Acknowledgment:
City/County of Bristol
Commonwealth of Virginia

The foregoing instrance was acknowledged before me this 30th day of
October, 2006.
by Terri Vermillion

Phyllis A Breathead

My commission expires: November 30, 2010

Certificate of Release of Federal Tax Lien

Small Business/Self Employed Area: 03	Serial Number 540234361	For Use by Recording Office COURT RECORDING INFORMATION Book <u>42</u> Page <u>696</u>
I certify that as to the following-named taxpayer, the requirements of section 6325 (a) of the Internal Revenue Code have been satisfied for the taxes listed below and for all statutory additions. Therefore, the lien provided by Code section 6321 for these taxes and additions has been released. The proper officer in the office where the notice of internal revenue tax lien was filed on November 18, 2002 , is authorized to note the books to show the release of this lien for these taxes and additions.		
Name of Taxpayer Tammy Lynn Cook		
Residence 27493 Old Saltworks Rd Meadowview, VA 24361		

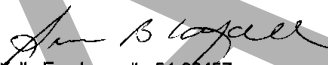
Kind of Tax (a)	Tax Period Ended (b)	Identifying Number (c)	Date of Assessment (d)	Last Day for Refiling (e)	Unpaid Balance of Assessment (f)
941	03/31/2002	54-1778755	07/08/2002	08/07/2012	\$69,420.09

THE LIEN OF THIS JUDGEMENT HAS BEEN SATISFIED AND HEREBY RELEASED BY AUTHORITY

Debt Release DATED 12-28th
 9th DAY OF January 2007
 A 9:15 AM/PM.
 SIGNED _____
 TELL Daniel S. Ogner DEPUTY CLERK

Place of Filing Clerk of the Circuit Court Washington County Abingdon, VA 24210	Total	\$69,420.09
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This notice was prepared and signed at Bristol, Virginia, on this, the 28th day of December, 2006 .

Signature  Susan B. Westfall, Employee # - 54-02457	Title Revenue Officer, Phone # - 276-642-7409
--	--


Certificate of Release of Federal Tax Lien

Small Business/Self Employed Area: 03	Serial Number 540339954	For Use by Recording Office
<p>I certify that as to the following-named taxpayer, the requirements of section 6325 (a) of the Internal Revenue Code have been satisfied for the taxes listed below and for all statutory additions. Therefore, the lien provided by Code section 6321 for these taxes and additions has been released. The proper officer in the office where the notice of internal revenue tax lien was filed on March 14, 2003, is authorized to note the books to show the release of this lien for these taxes and additions.</p>		<p>COURT RECORDING INFORMATION Book 43 Page 101</p>
<p>Name of Taxpayer Tammy Lynn Cook</p>		
<p>Residence 27493 Old Saltworks Rd Meadowview, VA 24361</p>		

Kind of Tax (a)	Tax Period Ended (b)	Identifying Number (c)	Date of Assessment (d)	Last Day for Refiling (e)	Unpaid Balance of Assessment (f)
941	09/30/2002	54-1778755	12/30/2002	01/29/2013	\$32,554.17
<p>THE LIEN OF THIS JUDGEMENT HAS BEEN SATISFIED AND HEREBY RELEASED BY AUTHORITY OF <u>Debt Release</u> DATED <u>12-28-06</u> THIS <u>9th</u> DAY OF <u>January</u> 2007 AT <u>9:25</u> AM/PM. SIGNED _____ TESTE <u>Daniel Pagnier</u> DEPUTY CLERK</p>					

<p>Place of Filing Clerk of the Circuit Court Washington County Abingdon, VA 24210</p>	<p>Total</p>	<p>\$32,554.17</p>
--	--------------	--------------------

This notice was prepared and signed at Bristol, Virginia, on this, the 28th day of December, 2006.

Signature	Title
Susan B. Westfall, Employee # - 54-02457 	Revenue Officer, Phone # - 276-642-7409

(NOTE: Certificate of officer authorized by law to take acknowledgements is not essential to the validity of Certificate of Release of Federal Tax Lien Rev. Rul. 71-466, 1971-2 C.B. 409)

Certificate of Release of Federal Tax Lien

Small Business/Self Employed Area: 03	Serial Number 124469203	For Use by Recording Office
I certify that as to the following-named taxpayer, the requirements of section 6325 (a) of the Internal Revenue Code have been satisfied for the taxes listed below and for all statutory additions. Therefore, the lien provided by Code section 6321 for these taxes and additions has been released. The proper officer in the office where the notice of internal revenue tax lien was filed on July 21, 2003 , is authorized to note the books to show the release of this lien for these taxes and additions.		COURT RECORDING INFORMATION Book 43 Page 511
Name of Taxpayer Tammy Lynn Cook		
Residence 27493 Old Saltworks Rd Meadowview, VA 24361		

Kind of Tax (a)	Tax Period Ended (b)	Identifying Number (c)	Date of Assessment (d)	Last Day for Refiling (e)	Unpaid Balance of Assessment (f)
941	12/31/2002	54-1778755	03/24/2003	04/23/2013	\$36,463.10
<p>THE LIEN OF THIS JUDGEMENT HAS BEEN SATISFIED AND HEREBY RELEASED BY AUTHORITY OF Debt Release DATED 12-28-06 THIS 9 DAY OF January 2007 AT 9:33 AM/PM.</p> <p>SIGNED _____ TESTE <u>James B. Lagnier</u> DEPUTY CLERK</p>					

Place of Filing Clerk of the Circuit Court Washington County Abingdon, VA 24210	Total	\$36,463.10
--	-------	-------------

This notice was prepared and signed at Bristol, Virginia, on this, the 28th day of December, 2006 .

Signature Susan B. Westfall, Employee # - 54-02457 <i>[Signature]</i>	Title Revenue Officer, Phone # - 276-642-7409
--	--

(NOTE: Certificate of officer authorized by law to take acknowledgements is not essential to the validity of Certificate of Release of Federal Tax Lien Rev. Rul. 71-466, 1971-2 C.B. 409)

Certificate of Release of Federal Tax Lien

Small Business/Self Employed Area: 03 I certify that as to the following-named taxpayer, the requirements of section 6325 (a) of the Internal Revenue Code have been satisfied for the taxes listed below and for all statutory additions. Therefore, the lien provided by Code section 6321 for these taxes and additions has been released. The proper officer in the office where the notice of internal revenue tax lien was filed on September 19, 2003 , is authorized to note the books to show the release of this lien for these taxes and additions. Name of Taxpayer Tammy Lynn Cook Residence 27493 Old Saltworks Rd Meadowview, VA 24361	Serial Number 134265103	For Use by Recording Office COURT RECORDING INFORMATION Book 43 Page 804
--	----------------------------	--

Kind of Tax (a)	Tax Period Ended (b)	Identifying Number (c)	Date of Assessment (d)	Last Day for Refiling (e)	Unpaid Balance of Assessment (f)
941	06/30/2002	54-1778755	06/30/2003	07/30/2013	\$78,976.92
<p>THE LIEN OF THIS JUDGEMENT HAS BEEN SATISFIED AND HEREBY RELEASED BY AUTHORITY OF Debt Release DATED 12-28-06 THIS 9th DAY OF January 2007 AT 9:35 AM/PM.</p> <p>SIGNED _____</p> <p>TESTE <u>Daniel Cogswell</u> DEPUTY CLERK</p>					
Place of Filing Clerk of the Circuit Court Washington County Abingdon, VA 24210					Total \$78,976.92

This notice was prepared and signed at Bristol, Virginia, on this, the 28th day of December, 2006.

Signature Susan B. Westfall, Employee # - 54-02457 <i>S B Westfall</i>	Title Revenue Officer, Phone # - 276-642-7409
--	---

(NOTE: Certificate of officer authorized by law to take acknowledgements is not essential to the validity of Certificate of Release of Federal Tax Lien Rev. Rul. 71-466, 1971-2 C.B. 409)

IOWA:

IN THE CIRCUIT COURT FOR THE COUNTY OF SIOUX

TRANS OVA GENETICS L.P. PLAINTIFF

v.

Triple C Farms and Billy Cook DEFENDANT

STATE OF IOWA

COUNTY OF SIOUX, to-wit:

Before the undersigned Notary Public in and for the County and State aforesaid, this day personally appeared John C. Moes, Credit Specialist for Trans Ova Genetics L.P., who, after being duly sworn, deposes and says as follows:

That I am am the Credit Specialist for Trans Ova Genetics L.P., the judgment creditor for the above entitled action and hereby request that this foreign judgment be domesticated in this jurisdiction. The name and address is as follows:

BILLY COOK
TRIPLE C FARMS
27493 Old Saltworks Rd
Meadowview, VA 24361

Furthermore, the name of the judgment creditor is as follows:

TRANS OVA GENETICS L.P.
2938 380TH ST
SIOUX CENTER, IA 51250

JUDGEMENT LIEN DOCKET

INST. 560000352

DATE 6-16-10 TIME 3:00pm

John C. Moes

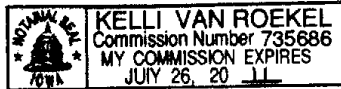
JOHN C. MOES
CREDIT SPECIALIST
Trans Ova Genetics

Taken, sworn to and subscribed before the undersigned Notary Public, under her official seal, this the 11th day of June, 2010.

My commission expires: 7-26-2011

Kelli Van Raekel

Notary Public



CERTIFICATE OF TRANSCRIPT BY JUDGE AND CLERK

MATT PARROTT & SONS CO., WATERLOO, IOWA Form 110-H

(Iowa Official Form No. 140)

STATE OF IOWA, Sioux COUNTY, ss.

I, Deb Fischer, Clerk of the Iowa District Court, in said County, do hereby certify that the foregoing is a true, compared and perfect transcript of

Order for Default Judgment filed 10-26-2009 and Order for Nunc Pro Tunc filed 11-3-2009 in LACV022452, Trans Ova Genetics IC vs. Triple C Angus LLC

as the same appears of record in my office.

In witness, whereof, I have hereunto set my hand and affixed the seal of said Court, at my office in Orange City, in said County, this 30th day of March, A.D., 2010.

DEB FISCHER

Clerk District Court

STATE OF IOWA, Sioux COUNTY, ss.

I, James D Scott, one of the Judges

of the Iowa District Court, in the Third Judicial District of said State, composed of the Counties of Buena Vista, Cherokee, Clay, Crawford, Dickinson, Emmet, Ida, Kossuth, Lyon, Monona, O'Brien, Osceola, Palo Alto, Plymouth, Sioux and Woodbury

do hereby certify that Deb Fischer who has given the preceding certificate, was, at the time of so doing, the Clerk of the Iowa District Court, in Sioux County, in said District, duly qualified as such, that he is the proper custodian of the records of said Court, and the proper officer to give such certificate and that the same is in due form of law.

Witness my hand, at Orange City, Iowa, this 30th day of March,

A. D., 2010

James D Scott
Judge District Court, 3rd Judicial District

STATE OF IOWA, Sioux COUNTY, ss.

I, Deb Fischer, Clerk of the Iowa District Court,

in said County, do hereby certify that the Honorable James D Scott
who has given the preceding certificate, was, at the time of so doing, one of the Judges of the Iowa District Court, of the

Third Judicial District of said State, duly commissioned and sworn, to all whose acts as such, full faith and credit are and ought to be given.

In testimony whereof, I have hereunto set my hand and affixed the seal of said Court, at

Orange City, in said County, this 30th day of March,

A.D., 2010.

DEB FISCHER

by: Patty Brennan
Clerk District Court

SAMPLE

IN THE IOWA DISTRICT COURT FOR SIOUX COUNTY

TRANS OVA GENETICS, L.C.

Plaintiff,

vs.

TRIPLE C ANGUS, LLC,

Defendants.

LAW NO. 022452

ORDER FOR DEFAULT JUDGMENT

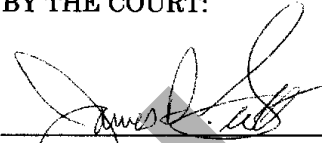
2009 OCT 26 AM 9:06
CLERK OF DISTRICT COURT
SIOUX COUNTY, IOWA
FILED
PB

NOW on this 26th day of Oct, 2009, the Court having been presented with Plaintiff's Application for Default Judgment and supporting Affidavits and the Court having reviewed the file FINDS:

1. The Plaintiff filed a Petition on July 28, 2009 seeking payment of \$6,277.04 on an unpaid account, attorney fees, interest, costs and expenses.
2. The Defendant was personally served with the Original Notice and Petition on August 26, 2009 in Washington County, Virginia.
3. More than twenty (20) days have passed since Defendant was served with the Original Notice and Petition and no Answer or other responsive pleading has been filed by the Defendant.
4. On September 22, 2009 Plaintiff provided Defendant with Notice of Intent to file Written Application for Default Judgment.
5. More than ten (10) days have passed since said notice was provided.
6. Defendant is in default.

IT IS HEREBY ORDERED that judgment is entered against Defendant, Pine Ridge Angus Farms, L.L.C. in favor of the Plaintiff, Trans Ova Genetics, L.C. in the amount of \$6,277.04, attorney fees, pre-judgment interest at the contractual rate of 18% per annum, post judgment interest, expenses and costs of this action as detailed in the attached Affidavit of Default Costs and Disbursements.

BY THE COURT:



JUDGE, THIRD JUDICIAL DISTRICT

*Copies to
H. Bismueller
Triple C Angus
m-26062*

IN THE IOWA DISTRICT COURT FOR SIOUX COUNTY

TRANS OVA GENETICS, L.C.)	
)	LAW NO. 022452
Plaintiff,)	
)	
vs.)	ORDER FOR NUNC PRO TUNC
)	
TRIPLE C ANGUS, LLC,)	
)	
Defendants.)	

This matter comes before the Court for review at the request of Plaintiff. The record reflects that a Default Judgment was granted against Defendant, Triple C Angus, LLC for an unpaid account in the amount of \$6,277.04 plus pre-judgment interest, costs and expenses of \$1,039.50 totaling \$7,316.54. The Plaintiff was also awarded post-judgment interest. The record reflects that the Order for Default Judgment indicated the Defendant as Pine Ridge Angus Farms, L.L.C. The Order entering Judgment by Default entered on October 26, 2009 is amended to reflect that Judgment by Default should be and hereby is entered against Defendant, Triple C Angus, LLC and that Judgment should be entered for \$6,277.04 plus pre-judgment interest, costs and expenses of \$1,039.50 totaling \$7,316.54 as well as post-judgment interest. Clerk is hereby directed to correct the Defendant's name to Triple C Angus, LLC.

IT IS SO ORDERED on this 3rd day of Nov., 2009.

BY THE COURT:

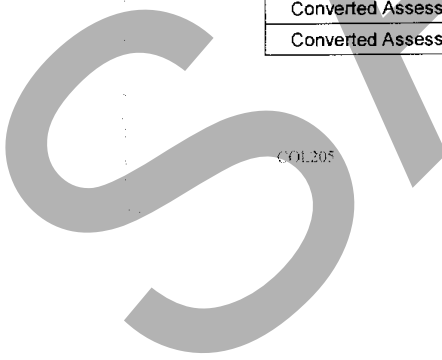
[Signature]
 JUDGE, THIRD JUDICIAL DISTRICT

SCANNED

#39

Copies:
 Holmuelle
 Angus 11-4-09

MEMORANDUM of LIEN COMMONWEALTH OF VIRGINIA		Department of Taxation P.O. Box 1880 Richmond, Virginia 23218-1880		
As provided by Section 58.1-1805 of the <i>Code of Virginia</i> , notice is given that taxes (including interest and penalties) have been assessed against the following-named taxpayer. Demand for payment of this liability has been made, but it remains unpaid. Therefore, the Tax Commissioner has caused this Memorandum of Lien to be filed in the Clerk's Office of the Circuit Court and recorded in the Judgment Docket Book. This Memorandum shall have the same effect as a judgment in favor of the Commonwealth.		For Optional Use by Clerk's Office		
Location of Circuit Court PATRICIA S. MOORE, CLERK WASHINGTON CIRCUIT COURT COURT & MAIN STREETS ABINGDON, VA 24210		FEIN/SSN: 54-1778755 XXX-XX-8772 SSN 2:		
Name of Taxpayer and Last Known Mailing Address TAMMY L COOK 27493 OLD SALTWORKS RD MEADOWVIEW, VA 24361-3633		JUDGEMENT LIEN DOCKET INST. <u>560000912</u> DATE <u>9-14-10</u> TIME <u>2:04pm</u> <i>Cupice Katiff, Chief Deputy Clerk</i>		
City/County of Residence or Principal Place of Business Name of City/County: Washington County		Date of Birth August 31, 1971		
Department of Taxation By: <i>Mary E. Stiltner</i> Mary E. Stiltner		Issuing Office Office of Compliance District Office - Bristol 448 Cummings St. #350 ABINGDON, VA 24210 (276) 676-3566		Date: September 10, 2010
Type of Tax	Tax Period	Date of Assessment	Assessment Number	Judgment Amount
Converted Assessment	11/01/09 - 11/30/09	06/30/10	41840	\$36.01
Converted Assessment	09/01/09 - 09/30/09	06/30/10	41842	\$210.75
Converted Assessment	08/01/09 - 08/31/09	06/30/10	41845	\$2,323.58
Converted Assessment	07/01/09 - 07/31/09	06/30/10	41839	\$2,294.86
Converted Assessment	05/01/09 - 05/31/09	06/30/10	41844	\$2,515.14
Converted Assessment	01/01/09 - 01/31/09	06/30/10	41837	\$36.01
Converted Assessment	01/01/08 - 12/31/08	06/30/10	41841	\$5,526.83
Converted Assessment	01/01/07 - 12/31/07	06/30/10	41836	\$3,537.93
Converted Assessment	06/01/09 - 06/30/09	09/30/09	69067	\$8,011.31
Converted Assessment	04/01/09 - 04/30/09	09/30/09	69066	\$3,314.45
Converted Assessment	02/01/09 - 02/28/09	09/30/09	69065	\$3,584.28
Converted Assessment	12/01/08 - 12/31/08	09/30/09	69063	\$3,380.05
Converted Assessment	11/01/08 - 11/30/08	09/30/09	69062	\$3,738.69



TAMMY L COOK

Converted Assessment	10/01/08 - 10/31/08	09/30/09	69061	\$7.84
Converted Assessment	08/01/08 - 08/31/08	09/30/09	69059	\$5,271.50
Converted Assessment	07/01/08 - 07/31/08	09/30/09	69058	\$4,143.88
Converted Assessment	05/01/08 - 05/31/08	09/30/09	69056	\$3,437.12
Converted Assessment	04/01/08 - 04/30/08	09/30/09	69055	\$542.86
TOTAL				\$51,913.09



SAMPLE

COMMONWEALTH OF VIRGINIA

IN THE CIRCUIT COURT FOR THE COUNTY OF WASHINGTON

LIGHT MILLING COMPANY, INC.)

Plaintiff)

VS)

CASE # CL10000877-00

BILL & TAMMY COOK)
24793 Old Saltworks Road)
Meadowview, VA 24361)

Defendants)

JUDGMENT ORDER

This cause came upon the Complaint and affidavit, pursuant to §8.01-28 of the 1950 Code of Virginia, duly filed with the Clerk of this Court, upon Service of Process, served upon the Defendants, Bill Cook and Tammy Cook, on August 10, 2010, by serving Samuel Cook, a person over the age of 16 years, a member of the household, and not a temporary sojourner, found at the usual place of abode, while the Defendants were not so found, twenty-one days having elapsed since service, and the Defendants having neither demurred, answered, nor otherwise responded, and Defendants Bill Cook and Tammy Cook are in default pursuant to Rule 3:19, and was argued by Counsel.

And it appearing to the Court that Plaintiff is entitled to judgment against the Defendants, Bill Cook and Tammy Cook, it is accordingly

ADJUDGED and ORDERED that the Plaintiff, Light Milling Company, Inc., be, and the same hereby is GRANTED JUDGMENT against the Defendants,

JUDGEMENT LIEN DOCKET

INST. 560000917

DATE 9-14-10 TIME 4:09pm

Dane D. Cagnone

Bill Cook and Tammy Cook jointly and severally, in the sum of \$48,538.01, plus interest at the judgment rate from November 22, 2008, plus costs in this behalf expended.

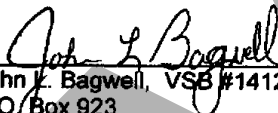
Further, the Clerk of this Court is directed to docket this judgment in the judgment lien docket book, and to index same as required by law. Upon entry of this order, the Clerk is directed to mail an attested copy of the order to counsel of record for the Plaintiff, and to the Defendants at the address shown above.

And nothing further remaining to be done in this cause, same is ordered stricken from the Docket of this Court, and the Clerk is directed to place the papers among the ended causes.

Enter this Order this day September 9, 2010


JUDGE

I ask for this:


John L. Bagwell, VSB #14123
P.O. Box 923
Grundy, VA 24614
(276) 935-4502; 935-4992 Fax
Acct. No. 352495

ABSTRACT OF JUDGMENT

Commonwealth of Virginia VA. CODE § 8.01-449

Case No. GV10001264-00

WASHINGTON GENERAL DISTRICT COURT - CIVIL EAST MAIN & COURT STREETS, ABINGDON, VA 24210
DISTRICT COURT NAME AND ADDRESS

BIG M FARM SERVICES, INC.

FULL NAME OF PLAINTIFF (LAST, FIRST, MIDDLE)

v. **COOK, BILLY**

FULL NAME OF DEFENDANT (LAST, FIRST, MIDDLE)

ADDRESS

P O BOX 97
MEADOWVIEW, VIRGINIA 24361

ADDRESS

27493 OLD SALTWORKS ROAD
MEADOWVIEW, VIRGINIA 24361

CITY STATE ZIP

0000

DATE OF BIRTH SSN (LAST FOUR DIGITS ONLY)

FULL NAME OF PLAINTIFF(S)

CITY STATE ZIP

0000

DATE OF BIRTH SSN (LAST FOUR DIGITS ONLY)

COOK, TAMMY

FULL NAME OF DEFENDANT(S)

ADDRESS

ADDRESS

27493 OLD SALTWORKS ROAD
MEADOWVIEW, VIRGINIA 24361

CITY STATE ZIP

CITY STATE ZIP

0000

DATE OF BIRTH SSN (LAST FOUR DIGITS ONLY)

DATE OF BIRTH SSN (LAST FOUR DIGITS ONLY)

This is to certify that a judgment was rendered in this court in favor of:

PLAINTIFF(S) against DEFENDANT(S)

DEFENDANT(S) against PLAINTIFF(S)

_____ v. _____

JUDGEMENT LIEN DOCKET

INST 560000918

DATE 9-15-10 TIME 11:30am

Jana H. Cagney

DATE OF JUDGMENT	08/23/2010
\$ 3,440.43	AMOUNT OF JUDGMENT
\$	AMOUNT OF JUDGMENT NOT SUBJECT TO ACCRUAL OF INTEREST
HOMESTEAD EXEMPTION WAIVED <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> CANNOT BE DEMANDED	
\$	ALTERNATE VALUE OF SPECIFIC PROPERTY AWARDED
INTEREST RATE(S) AND BEGINNING DATE(S) 18 % FROM 08/23/10	
COSTS \$ 66.00	ATTORNEY'S FEES \$ 646.81
ATTORNEY REELIA R WATSON	

OTHER:

I certify the above to be a true abstract of a judgment rendered in this court.

09/15/2010

DATE

Stephanie M. Stevens
D CLERK [] JUDGE

MEMORANDUM of LIEN COMMONWEALTH OF VIRGINIA		Department of Taxation P.O. Box 1880 Richmond, Virginia 23218-1880		
As provided by Section 58.1-1805 of the <i>Code of Virginia</i> , notice is given that taxes (including interest and penalties) have been assessed against the following-named taxpayer. Demand for payment of this liability has been made, but it remains unpaid. Therefore, the Tax Commissioner has caused this Memorandum of Lien to be filed in the Clerk's Office of the Circuit Court and recorded in the Judgment Docket Book. This Memorandum shall have the same effect as a judgment in favor of the Commonwealth.		For Optional Use by Clerk's Office		
Location of Circuit Court PATRICIA S. MOORE, CLERK WASHINGTON CIRCUIT COURT COURT & MAIN STREETS ABINGDON, VA 24210		FEIN/SSN: XXX-XX-7066 SSN 2:		
Name of Taxpayer and Last Known Mailing Address BILLY L COOK 27493 OLD SALTWORKS RD MEADOWVIEW, VA 24361-3633		JUDGEMENT LIEN DOCKET INST <u>570000569</u> DATE <u>12-3-10</u> TIME <u>12:54</u>		
City/County of Residence or Principal Place of Business Name of City/County: Washington County		Date of Birth October 5, 1966		
Department of Taxation By: <i>Carol Streppone</i> Carol Streppone		Issuing Office Office of Compliance Delinquent Collections Unit Post Office Box 1880 RICHMOND, VA 23218-1880 (804) 367-8045		Date: November 12, 2010
Type of Tax	Tax Period	Date of Assessment	Assessment Number	Judgment Amount
Individual Income	01/01/08 - 12/31/08	06/07/10	82761	\$10,211.73
Individual Income	01/01/07 - 12/31/07	06/07/10	82755	\$8,763.39
Individual Income	01/01/06 - 12/31/06	06/07/10	82753	\$8,658.52
TOTAL				\$27,633.64



3351

Department of the Treasury - Internal Revenue Service

Form 668 (Y)(c)

(Rev. February 2004)

Notice of Federal Tax Lien

Area:

SMALL BUSINESS/SELF EMPLOYED AREA #3
Lien Unit Phone: (800) 913-6050

Serial Number

721325510

For Optional Use by Recording Office

As provided by section 6321, 6322, and 6323 of the Internal Revenue Code, we are giving a notice that taxes (including interest and penalties) have been assessed against the following-named taxpayer. We have made a demand for payment of this liability, but it remains unpaid. Therefore, there is a lien in favor of the United States on all property and rights to property belonging to this taxpayer for the amount of these taxes, and additional penalties, interest, and costs that may accrue.

Name of Taxpayer TAMMY L COOK

BOOK 57 PAGE 570

Residence 27493 OLD SALTWORKS RD
MEADOWVIEW, VA 24361-3633

JUDGEMENT LIEN DOCKET

INST 570000570

DATE 12-3-10 TIME 12:55

IMPORTANT RELEASE INFORMATION: For each assessment listed below, unless notice of the lien is refiled by the date given in column (e), this notice shall, on the day following such date, operate as a certificate of release as defined in IRC 6325(a).

Kind of Tax (a)	Tax Period Ending (b)	Identifying Number (c)	Date of Assessment (d)	Last Day for Refiling (e)	Unpaid Balance of Assessment (f)
6672	09/30/2007	XXX-XX-8772	06/07/2010	07/07/2020	62091.18
6672	12/31/2007	XXX-XX-8772	06/07/2010	07/07/2020	62209.76
6672	03/31/2008	XXX-XX-8772	06/07/2010	07/07/2020	45351.73
6672	06/30/2008	XXX-XX-8772	06/07/2010	07/07/2020	41096.72
6672	09/30/2008	XXX-XX-8772	06/07/2010	07/07/2020	19448.34
6672	12/31/2008	XXX-XX-8772	06/07/2010	07/07/2020	43215.70
6672	03/31/2009	XXX-XX-8772	06/07/2010	07/07/2020	39625.61
6672	06/30/2009	XXX-XX-8772	06/07/2010	07/07/2020	28785.43
6672	09/30/2009	XXX-XX-8772	06/07/2010	07/07/2020	18814.35
6672	12/31/2009	XXX-XX-8772	06/07/2010	07/07/2020	18783.26

Place of Filing

Clerk of the Circuit Court
Washington County
Abingdon, VA 24212

Total \$ 379422.08

This notice was prepared and signed at BALTIMORE, MD, on this,
the 15th day of November, 2010.

Signature

for THOMAS W SHILLING

Thomas W Shilling
Title
REVENUE OFFICER
(276) 642-7412

23-13-3115

(NOTE: Certificate of officer authorized by law to take acknowledgment is not essential to the validity of Notice of Federal Tax lien
Rev. Rul. 71-466, 1971 - 2 C.B. 409)

Part 1 - Kept By Recording Office

Form 668(Y)(c) (Rev. 2-2004)
CAT. NO 60025X

VIRGINIA:

IN THE CIRCUIT COURT OF THE COUNTY OF WASHINGTON

WASHINGTON FARMERS COOPERATIVE, INC.

Plaintiff,

v.

BILLY L. COOK
and
TAMMY L. COOK,
Defendants.

CIVIL
CASE NO.: CL11-291

JUDGEMENT LIEN DOCKET
INST. 58-666
DATE 5-2-11 TIME 3:41
JD

FINAL ORDER

ENTRY OF JUDGMENT BY DEFAULT

On the 25th day of April, 2011, came the Plaintiff, by its counsel, Richard S. Buddington, Jr., Esq., upon its Motion for Entry of a Judgment by Default, upon proper Notice to Defendants pursuant to § 8.01-296 of the Code of Virginia, 1950, as amended, duly served upon the Defendants, upon the presentation to the Court of original Note executed by the Defendants, upon the Affidavit of Toni E. Hurd, a duly authorized agent for the Plaintiff, and was argued by Counsel for Plaintiff.

It appearing to the Court that Plaintiff commenced this action by filing its Complaint on March 3, 2011; and,

It further appearing to the Court that Billy L. Cook was personally served with the Complaint along with all of the exhibits to said Complaint attached; and, a copy of the Notice pursuant to § 8.01-296 of the Code of Virginia, 1950, as amended, on March 4, 2011; and

Robin E. Watson
Richard S. Buddington, Jr.
Attorneys at Law
182 East Main Street
Abingdon, Virginia 24210

It further appearing to the Court that Tammy L. Cook was served with the Complaint along with all of the exhibits to said Complaint attached; and, a copy of the Notice pursuant to § 8.01-296 of the Code of Virginia, 1950, as amended, by the Sheriff delivering said pleadings and documents to a family member over the age of sixteen years old, namely her husband, Billy L. Cook, at her usual place of abode on March 4, 2011; and

It appearing to the Court that more than twenty-one (21) days have passed since service of the Complaint upon the Defendants; and, that the said Defendants have failed to answer, demurrer, plea or appear; and

It appearing to the Court that Plaintiffs have provided Defendants with all required notice(s) for the entry of a judgment by default, it is therefore

ADJUDGED, ORDERED and DECREED that Washington Farmers Cooperative, shall recover from and are hereby granted judgment by default, against Billy L. Cook and Tammy L. Cook, husband and wife, jointly and severally, in the amount of in the amount of Sixteen Thousand Six Hundred Thirteen and 88/100s Dollars (\$16,613.88) plus interest at the rate of eighteen per centum (18%) per annum from April 20, 2011, until paid; that the Plaintiff is further awarded their costs expended in filing this action and serving it upon the Defendants in the amount of One Hundred Forty Eight and 00/100s Dollars (\$148.00); and, that the Plaintiff is awarded the sum of Five Thousand Four Hundred Thirty Four and 48/100s Dollars (\$5,434.48) as attorney's fees as called for in the Note underlying this action.

The Clerk is directed to docket this Order upon the records in the Clerk's Office of this Court and to index the same under the names of **Billy L. Cook and Tammy L. Cook**.


Reekia E. Watson
Richard S. Buddington, Jr.
Attorneys at Law
182 East Main Street
Abingdon, Virginia 24210

Washington Farmers Cooperative, Inc., v. Billy L. Cook, et al.
Washington County Circuit Court Case No.: CL11-291
Final Order - Entry of Judgment by Default
Page 2 of 3

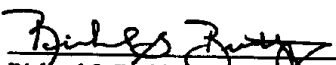
There being nothing further to be done in this matter, it is **ORDERED** stricken from the docket of this Court.

The Clerk is further directed to provide copies of this Order to counsel of record and to the defendants.

ENTER this 21st day of April, 2011.


C. RANDALL LOWE, JUDGE

I ASK FOR THIS:


Richard S. Buddington, Jr., Esq.
Virginia State Bar No. 41306
WATSON & BUDDINGTON, P.C.
182 East Main Street
Abingdon, Virginia 24210

Counsel for Plaintiffs

Rechia R. Watson
Richard S. Buddington, Jr.
Attorneys at Law
182 East Main Street
Abingdon, Virginia 24210

Washington Farmers Cooperative, Inc., v. Billy L. Cook, et al.
Washington County Circuit Court Case No.: CL11-291
Final Order - Entry of Judgment by Default
Page 3 of 3

Notice of Federal Tax Lien

Area:
SMALL BUSINESS/SELF EMPLOYED AREA #3
Lien Unit Phone: (800) 913-6050

Serial Number
786176211

For Optional Use by Recording Office

As provided by section 6321, 6322, and 6323 of the Internal Revenue Code, we are giving a notice that taxes (including interest and penalties) have been assessed against the following-named taxpayer. We have made a demand for payment of this liability, but it remains unpaid. Therefore, there is a lien in favor of the United States on all property and rights to property belonging to this taxpayer for the amount of these taxes, and additional penalties, interest, and costs that may accrue.

Name of Taxpayer TAMMY L COOK

Residence 27493 OLD SALTWORKS RD
MEADOWVIEW, VA 24361-3633

BOOK 58 PAGE 059

IMPORTANT RELEASE INFORMATION: For each assessment listed below, unless notice of the lien is refilled by the date given in column (e), this notice shall, on the day following such date, operate as a certificate of release as defined in IRC 6325(a).

Kind of Tax (a)	Tax Period Ending (b)	Identifying Number (c)	Date of Assessment (d)	Last Day for Refiling (e)	Unpaid Balance of Assessment (f)
6672	03/31/2010	XXX-XX-8772	03/28/2011	04/27/2021	22687.53
6672	06/30/2010	XXX-XX-8772	03/28/2011	04/27/2021	22161.69
6672	09/30/2010	XXX-XX-8772	03/28/2011	04/27/2021	23789.17

JUDGEMENT LIEN DOCKET
INST 580000059
DATE 6/10/11 TIME 9:22
Jonathan

Place of Filing Clerk of the Circuit Court Washington County Abingdon, VA 24212	Total \$ 68638.39
--	-------------------

This notice was prepared and signed at BALTIMORE, MD, on this, the 16th day of May, 2011.

Signature for THOMAS W SHILLING <i>Thomas W Shilling</i>	Title REVENUE OFFICER (276) 642-7412	23-13-3115
---	--	------------

(NOTE: Certificate of officer authorized by law to take acknowledgment is not essential to the validity of Notice of Federal Tax Lien Rev. Rul. 71-466, 1971 - 2 C.B. 409)

Part 1 - kept By Recording Office

ABSTRACT OF JUDGMENT
Commonwealth of Virginia VA. CODE § 8.01-449

Case No. GV11000833-00

WASHINGTON GENERAL DISTRICT COURT - CIVIL EAST MAIN & COURT STREETS, ABINGDON, VA 24210
DISTRICT COURT NAME AND ADDRESS

E DILLON & COMPANY
FULL NAME OF PLAINTIFF (LAST, FIRST, MIDDLE)
DBA: MOUNTAIN VIEW CONSTRUCTION
ADDRESS
305 WEST CAMPBELL AVENUE
ROANOKE, VIRGINIA 24016

v. COOK, TAMMY L
FULL NAME OF DEFENDANT (LAST, FIRST, MIDDLE)
ADDRESS
27493 OLD SALTWORKS ROAD
MEADOWVIEW, VA 24361

CITY STATE ZIP
0000
DATE OF BIRTH SSN (LAST FOUR DIGITS ONLY)

CITY STATE ZIP
0000
DATE OF BIRTH SSN (LAST FOUR DIGITS ONLY)

FULL NAME OF PLAINTIFF(S)
ADDRESS

FULL NAME OF DEFENDANT(S)
ADDRESS

CITY STATE ZIP
DATE OF BIRTH SSN (LAST FOUR DIGITS ONLY)

CITY STATE ZIP
DATE OF BIRTH SSN (LAST FOUR DIGITS ONLY)

This is to certify that a judgment was rendered in this court in favor of:

- PLAINTIFF(S) against DEFENDANT(S)
- DEFENDANT(S) against PLAINTIFF(S)
-

JUDGEMENT LIEN DOCKET
INST 590000414
DATE 8/10/11 TIME 11:39
[Signature]

DATE OF JUDGMENT	06/06/2011	
\$ 11,009.01	AMOUNT OF JUDGMENT	
\$	AMOUNT OF JUDGMENT NOT SUBJECT TO ACCRUAL OF INTEREST	
HOMESTEAD EXEMPTION WAIVED <input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> CANNOT BE DEMANDED		
\$	ALTERNATE VALUE OF SPECIFIC PROPERTY AWARDED	
INTEREST RATE(S) AND BEGINNING DATE(S) 6 % FROM 06/06/11		
COSTS \$ 56.00	ATTORNEY'S FEES \$ 2,205.00	ATTORNEY GREENBERG LAW FIRM

OTHER:

I certify the above to be a true abstract of a judgment rendered in this court.

06/10/2011
DATE

[Signature]
CLERK JUDGE

ABSTRACT OF JUDGMENT
Commonwealth of Virginia VA. CODE § 8.01-449

Case No. **BOOK 59 PAGE 680**
GV11001368-00

WASHINGTON GENERAL DISTRICT COURT - CIVIL EAST MAIN & COURT STREETS, ABINGDON, VA 24210
DISTRICT COURT NAME AND ADDRESS

RUSH OIL COMPANY

COOK, BILLY

FULL NAME OF PLAINTIFF (LAST, FIRST, MIDDLE)

FULL NAME OF DEFENDANT (LAST, FIRST, MIDDLE)

ADDRESS

ADDRESS

PO BOX 600
MOUNTAIN CITY, TN 37683

25207 LEE HWY
ABINGDON, VA 24211

CITY STATE ZIP

CITY STATE ZIP

DATE OF BIRTH SSN (LAST FOUR DIGITS ONLY)

DATE OF BIRTH SSN (LAST FOUR DIGITS ONLY)

FULL NAME OF PLAINTIFF(S)

FULL NAME OF DEFENDANT(S)

ADDRESS

ADDRESS

CITY STATE ZIP

CITY STATE ZIP

DATE OF BIRTH SSN (LAST FOUR DIGITS ONLY)

DATE OF BIRTH SSN (LAST FOUR DIGITS ONLY)

This is to certify that a judgment was rendered in this court in favor of:

PLAINTIFF(S) against DEFENDANT(S)

DEFENDANT(S) against PLAINTIFF(S)

v.

JUDGEMENT LIEN DOCKET

INST 59000001080

DATE 9/11/11 TIME 9:26

DATE OF JUDGMENT 08/15/2011

\$ 3,746.00 AMOUNT OF JUDGMENT

\$ AMOUNT OF JUDGMENT NOT SUBJECT TO ACCRUAL OF INTEREST

HOMESTEAD EXEMPTION WAIVED YES NO CANNOT BE DEMANDED

\$ ALTERNATE VALUE OF SPECIFIC PROPERTY AWARDED

INTEREST RATE(S) AND BEGINNING DATE(S)

6 % FROM 08/15/2011

COSTS
\$ 56.00

ATTORNEY'S FEES
\$

ATTORNEY
RHOTON, KIMBERLEY

OTHER:

I certify the above to be a true abstract of a judgment rendered in this court.

09/08/2011
DATE

Stephanie M Stewart
CLERK () JUDGE

ABSTRACT OF JUDGMENT

Commonwealth of Virginia VA. CODE § 8.01-449

Case No. GV11001697-00

WASHINGTON GENERAL DISTRICT COURT - CIVIL EAST MAIN & COURT STREETS, ABINGDON, VA 24210

DISTRICT COURT NAME AND ADDRESS

JOHNSTON MEMORIAL HOSPITAL

FULL NAME OF PLAINTIFF (LAST, FIRST, MIDDLE)

v. COOK, TAMMY

FULL NAME OF DEFENDANT (LAST, FIRST, MIDDLE)

ADDRESS

131 EAST VALLEY STREET
ABINGDON, VA 24210

ADDRESS

27493 OLD SALTWORKS ROAD
MEADOWVIEW, VA 24361

CITY STATE ZIP

0000

CITY STATE ZIP

0000

DATE OF BIRTH SSN (LAST FOUR DIGITS ONLY)

FULL NAME OF PLAINTIFF(S)

DATE OF BIRTH SSN (LAST FOUR DIGITS ONLY)

COOK, BILLY L

FULL NAME OF DEFENDANT(S)

ADDRESS

ADDRESS

27493 OLD SALTWORKS ROAD
MEADOWVIEW, VA 24361

CITY STATE ZIP

CITY STATE ZIP

0000

DATE OF BIRTH SSN (LAST FOUR DIGITS ONLY)

DATE OF BIRTH SSN (LAST FOUR DIGITS ONLY)

This is to certify that a judgment was rendered in this court in favor of:

PLAINTIFF(S) against DEFENDANT(S)

DEFENDANT(S) against PLAINTIFF(S)

v.

JUDGEMENT LIEN DOCKET

DATE OF JUDGMENT	10/24/2011
\$ 9,958.15	AMOUNT OF JUDGMENT
\$	AMOUNT OF JUDGMENT NOT SUBJECT TO ACCRUAL OF INTEREST
HOMESTEAD EXEMPTION WAIVED <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> CANNOT BE DEMANDED	
\$	ALTERNATE VALUE OF SPECIFIC PROPERTY AWARDED
INTEREST RATE(S) AND BEGINNING DATE(S) 6 % FROM 10/24/2011	
COSTS	ATTORNEY'S FEES
\$ 68.00	\$
ATTORNEY HUTTON & ASSOCIATES	

INST 000000197
DATE 11/21/11 TIME 170

OTHER:

I certify the above to be a true abstract of a judgment rendered in this court.

11/12/2011
DATE

Stephanie M. Howard
CLERK JUDGE

ABSTRACT OF JUDGMENT

Commonwealth of Virginia VA. CODE § 8.01-449

Case No. GV12000205-00

OK 01/11/12 35

WASHINGTON GENERAL DISTRICT COURT - CIVIL EAST MAIN & COURT STREETS, ABINGDON, VA 24210
DISTRICT COURT NAME AND ADDRESS

CROP PRODUCTION SERVICES, INC v. COOK, BILLY
FULL NAME OF PLAINTIFF (LAST, FIRST, MIDDLE) FULL NAME OF DEFENDANT (LAST, FIRST, MIDDLE)

ADDRESS ADDRESS
411 EAST FRANKLIN ST, SUITE600 27493 OLD SALTWORKS ROAD
RICHMOND, VA 23219 MEADOWVIEW, VA 24361

CITY STATE ZIP CITY STATE ZIP
0000 0000
DATE OF BIRTH SSN (LAST FOUR DIGITS ONLY) DATE OF BIRTH SSN (LAST FOUR DIGITS ONLY)

FULL NAME OF PLAINTIFF(S) FULL NAME OF DEFENDANT(S)

ADDRESS ADDRESS

CITY STATE ZIP CITY STATE ZIP
DATE OF BIRTH SSN (LAST FOUR DIGITS ONLY) DATE OF BIRTH SSN (LAST FOUR DIGITS ONLY)

This is to certify that a judgment was rendered in this court in favor of:

- PLAINTIFF(S) against DEFENDANT(S)
- DEFENDANT(S) against PLAINTIFF(S)
-

JUDGEMENT LIEN DOCKET
INST 610000135
DATE 3-9-12 TIME 16:39

DATE OF JUDGMENT	<u>02/13/2012</u>	
\$ <u>2,163.25</u>	AMOUNT OF JUDGMENT	
\$	AMOUNT OF JUDGMENT NOT SUBJECT TO ACCRUAL OF INTEREST	
HOMESTEAD EXEMPTION WAIVED <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> CANNOT BE DEMANDED		
\$	ALTERNATE VALUE OF SPECIFIC PROPERTY AWARDED	
INTEREST RATE(S) AND BEGINNING DATE(S) <u>24 % FROM 09/16/10</u>		
COSTS \$ <u>56.00</u>	ATTORNEY'S FEES \$	ATTORNEY <u>SPOTTS FAIR</u>

OTHER:

I certify the above to be a true abstract of a judgment rendered in this court.

03/01/2012
DATE

[Signature]
CLERK JUDGE

ABSTRACT OF JUDGMENT

Commonwealth of Virginia VA. CODE § 8.01-449

BOOK

61 PAGE

632

Case No.

GV11008525-00

ROCKINGHAM/HARRISONBURG GEN DIST - CIVIL 53 COURT SQUARE, ROOM 132, HARRISONBURG, VA 22801
DISTRICT COURT NAME AND ADDRESS

ROCKINGHAM STEEL INC

FULL NAME OF PLAINTIFF (LAST, FIRST, MIDDLE)

ADDRESS

P.O. BOX 1347
HARRISONBURG, VA 22803

CITY STATE ZIP
0000
DATE OF BIRTH SSN (LAST FOUR DIGITS ONLY)
FULL NAME OF PLAINTIFF(S)

ADDRESS

CITY STATE ZIP
DATE OF BIRTH SSN (LAST FOUR DIGITS ONLY)

This is to certify that a judgment was rendered in this court in favor of:

- [x] PLAINTIFF(S) against DEFENDANT(S)
[] DEFENDANT(S) against PLAINTIFF(S)
[]

MOUNTAIN VIEW MASONRY INC A VA CORP
FULL NAME OF DEFENDANT (LAST, FIRST, MIDDLE)

SERVE TAMMY L COOK REG AGENT
ADDRESS

25207 LEE HWY
ABINGDON, VA 24211

CITY STATE ZIP
0000
DATE OF BIRTH SSN (LAST FOUR DIGITS ONLY)
COOK, TAMMY L
FULL NAME OF DEFENDANT(S)

INDIVIDUALLY
ADDRESS

27493 OLD SALTWORKS RD
MEADOWVIEW, VA 24361

CITY STATE ZIP
0000
DATE OF BIRTH SSN (LAST FOUR DIGITS ONLY)

JUDGEMENT LIEN DOCKET

INST 6100001a32

DATE 5-24-12 TIME 4:00 PM

Handwritten signature: G. H. Edwards

Table with judgment details: DATE OF JUDGMENT 01/17/2012, AMOUNT OF JUDGMENT \$ 844.56, AMOUNT OF JUDGMENT NOT SUBJECT TO ACCRUAL OF INTEREST \$, HOMESTEAD EXEMPTION WAIVED [] YES [x] NO [] CANNOT BE DEMANDED, ALTERNATE VALUE OF SPECIFIC PROPERTY AWARDED \$, INTEREST RATE(S) AND BEGINNING DATE(S) 18% INTEREST FROM 1/9/12, COSTS \$ 70.00, ATTORNEY'S FEES \$ 1787.86, ATTORNEY GRANT RICHARDSON

OTHER:

I certify the above to be a true abstract of a judgment rendered in this court.

01/30/2012
DATE

Handwritten signature: Kimberly M...
CLERK () JUDGE

AUTHORIZATION FOR PARTIAL OR FULL RELEASE OF JUDGMENT LIEN

Va. Code §§ 8.01-453, 8.01-454

Pursuant to Va. Code § 8.01-453, the undersigned directs that the clerk of the court referenced in item number 3 shall enter the satisfaction, in whole or in part as shown below, the lien of the judgment described below:

1. Rockingham Steel, Inc v. Mountain View Masonry Inc. & Tammy L. Cook
2. Rockingham County General District Court where judgment entered
3. The court on whose judgment lien docket the lien is to be released in whole or in part is:
 Court named in No. 2, above
 Washington County Circuit
4. The judgment was docketed on May 24, 2012 in Judgment Lien Docket
 Book No. _____, Page No. _____, or
 Instrument No. 610000632
5. Original judgment amount \$ 844.56
6. Date of judgment: January 17, 2012
7. Rockingham Steel, Inc is/are the judgment creditors.
8. Mountain View Masonry Inc. & Tammy L. Cook is/are the judgment debtor(s) by whom the judgment, in whole or in part as shown below, is paid or discharged.
9. The amount of the judgment paid or discharged by the judgment debtor(s) named above is:
 the entire remaining unpaid judgment
 partial payment in the amount of \$ _____

September 5, 2012
DATE

ROCKINGHAM STEEL INC.
PLAINTIFF
by [Signature]
 PLAINTIFF'S ATTORNEY PLAINTIFF'S AGENT

State/Commonwealth of VA, [] City County of Rockingham
 Subscribed and sworn to/affirmed before me this 5th day of September, 2012
 by Grant A. Richardson, Attorney for Rockingham Steel Inc.
9/5/12 DATE
 NOTARY PUBLIC (My commission expires 7/31/2015)
[Signature] TITLE
 REG # 167269 Registration No. 167269
 NOTARY PUBLIC
 DONDRA M. HOLSINGER
 COMMONWEALTH OF VIRGINIA
 MY COMMISSION EXPIRES 7/31/2015

Commonwealth of Virginia, [] City of _____
 Subscribed and sworn to/affirmed before me this day by _____
 DATE _____, Clerk
 by _____, Deputy Clerk

This Authorization for Partial or Full Release of Judgment Lien was filed this the 10 day of September, 2012
@ 2:46 pm
Patricia S. Moore Clerk Washington County Circuit Court
 By: J. M. Edwards, Deputy Clerk

AUTHORITY TO RELEASE JUDGMENT LIEN

WRITTEN DIRECTION TO CLERK PURSUANT TO SECTION 8.01-453 OF THE CODE OF VIRGINIA, 1950, AS AMENDED

The following judgment has been paid, settled or discharged and is satisfied in whole:

COURT WHERE JUDGMENT LIEN DOCKETED: Washington County Circuit Court

PLAINTIFF: Crop Production Services, Inc.

DEFENDANT(S): Billy Cook

DATE OF JUDGMENT: February 13, 2012

AMOUNT OF JUDGMENT: \$2,163.25

DATE DOCKETED: March 9, 2012

INSTRUMENT/BOOK & PAGE NUMBER: Instrument #610000035

Pursuant to Section 8.01-453 of the Code of Virginia, 1950, as amended, the undersigned Judgment Creditor directs the Clerk of the Circuit Court of Washington County, to enter the satisfaction of said judgment in the Judgment Lien Docket Book identified above.

Date: November 9, 2012
CROP PRODUCTION SERVICES, INC.
BY: SPOTTS FAIN PC

By: Morgan P. Manning
Authorized Attorney

THE LIEN OF THIS JUDGEMENT HAS BEEN SATISFIED AND HEREBY RELEASED BY AUTHORITY OF Order of Release DATED Feb 13, 2012 THIS 14 DAY OF November 2012 AT 2:57 AM/PM.
SIGNED _____
TESTE J. Edwards DEPUTY CLERK

COMMONWEALTH OF VIRGINIA:
CITY OF RICHMOND, to wit:

Subscribed and sworn before me by , the undersigned Notary Public, this 9th day of November, 2012.

My commission number: 245912
My commission expires: 5-31-2016

Kimberly Anne Hazzard
Notary Public



VIRGINIA:

IN THE CIRCUIT COURT OF THE COUNTY OF WASHINGTON

TRI-STATE VETERINARY SUPPLY, INC.

Plaintiff,

v.

BILLY L. COOK

Defendant.

CIVIL
CASE NO.: CL12-454

JUDGEMENT LIEN DOCKET
INST 1230000715

DATE 2-27-13 TIME 1:40 pm

John W. Edwards

FINAL ORDER

ENTRY OF JUDGMENT BY DEFAULT

On this day came the Plaintiff, by its counsel, Richard S. Buddington, Jr., Esq., upon its Motion for Entry of a Judgment by Default, upon proper Notice to Defendant pursuant to § 8.01-296 of the Code of Virginia, 1950, as amended, duly served upon the Defendant, upon the Affidavit of Amelia G. Garrett, a duly authorized agent for the Plaintiff, and was argued by counsel for Plaintiff.

It appearing to the Court that Plaintiff commenced this action by filing its Complaint on April 5, 2012; and,

It further appearing to the Court that Billy L. Cook was served with the Complaint along with all of the exhibits to said Complaint attached by posted service; and

It further appearing to the Court that Plaintiff mailed the Notice pursuant to § 8.01-296 of the Code of Virginia, 1950, as amended, along with a copy of all of the pleadings filed in this case to Defendant on July 13, 2012; and

It appearing to the Court that more than twenty-one (21) days have passed since service of the Complaint upon the Defendant; and, that the said Defendant has failed to answer, demurrer, plea or appear; and

Recha R. Watson
Richard S. Buddington, Jr.
Attorneys at Law
162 East Main Street
Abingdon, Virginia 24210

It appearing to the Court that Plaintiff has provided Defendant with all required notice(s) for the entry of a judgment by default, it is therefore

ADJUDGED, ORDERED and DECREED that Tri-State Veterinary Supply, Inc., shall recover from and is hereby granted judgment by default, against Billy L. Cook in the amount of Forty Three Thousand Nine Hundred Ten and 05/100s Dollars (\$43,910.05) plus interest at the rate of six per centum (6%) per annum from February 29, 2012, until paid; and, that the Plaintiff is further awarded its costs expended in filing this action and serving it upon the Defendant in the amount of One Hundred Thirty Six and 00/100s Dollars (\$136.00).

The Clerk is directed to docket this Order upon the records in the Clerk's Office of this Court and to index the same under the names of **Billy L. Cook**.

There being nothing further to be done in this matter, it is **ORDERED** stricken from the docket of this Court.

The Clerk is further directed to provide copies of this Order to counsel of record and to the defendant.

ENTER this 26th day of February, 2013.

Sage B. Johnson
1892/26/13 C. RANDALL LOWE, JUDGE
SAGE B. JOHNSON

Rechie E. Watson
Richard S. Buddington, Jr.
Attorneys at Law
182 East Main Street
Abingdon, Virginia 24210

I ASK FOR THIS:

Richard S. Buddington, Jr.
Richard S. Buddington, Jr., Esq.
Virginia State Bar No. 41306
WATSON & BUDDINGTON, P.C.
182 East Main Street
Abingdon, Virginia 24210
Counsel for Plaintiff

INSTRUMENT #190001200
RECORDED IN THE CLERK'S OFFICE OF
WASHINGTON COUNTY ON
FEBRUARY 27, 2013 AT 09:00AM

PATRICIA S. MOORE, CLERK
RECORDED BY: DJL

ATTESTED COPIES PROVIDED TO:
DEF JD&R VITAL RECORDS
 PLT ATTY OTHER OCR
 E-MAIL OTHER *Gloria Edwards*
 MAIL OTHER:

DATE: 2-27-13 (BY D. Lee)

VIRGINIA:

IN THE CIRCUIT COURT OF THE COUNTY OF WASHINGTON

WASHINGTON COUNTY VET SERVICE, INC.

Plaintiff,

v.

BILLY L. COOK

Defendant.

CIVIL
CASE NO.: CL12-455

JUDGEMENT LIEN DOCKET
INST 630000716

DATE 2-27-13 TIME 1:41 pm
John Edwards

FINAL ORDER

ENTRY OF JUDGMENT BY DEFAULT

On this day came the Plaintiff, by its counsel, Richard S. Buddington, Jr., Esq., upon its Motion for Entry of a Judgment by Default, upon proper Notice to Defendant pursuant to § 8.01-296 of the Code of Virginia, 1950, as amended, duly served upon the Defendant, upon the Affidavit of Amelia G. Garrett, a duly authorized agent for the Plaintiff, and was argued by counsel for Plaintiff.

It appearing to the Court that Plaintiff commenced this action by filing its Complaint on April 5, 2012; and

It further appearing to the Court that Billy L. Cook was served with the Complaint along with all of the exhibits to said Complaint attached by posted service on April 10, 2012; and

It further appearing to the Court that the Notice required pursuant to § 8.01-296 of the Code of Virginia, 1950, as amended was mailed to the Defendant on July 13, 2012; and

It appearing to the Court that more than twenty-one (21) days have passed since service of the Complaint upon the Defendant; and, that the said Defendant has failed to answer, demurrer, plea or appear; and

Reedie E. Watson
Richard S. Buddington, Jr.
Attorneys at Law
182 East Main Street
Abingdon, Virginia 24210

It appearing to the Court that Plaintiff has provided Defendant with all required notice(s) for the entry of a judgment by default, it is therefore

ADJUDGED, ORDERED and DECREED that Washington County Vet Service, Inc., shall recover from and are hereby granted judgment by default, against Billy L. Cook in the amount of in the amount of Twenty Eight Thousand Six Hundred Eighty Three and 65/100s Dollars (\$28,683.65) plus interest thereon at the rate of Six percent (6%) per annum from February 29, 2012; and, that the Plaintiff is further awarded its costs expended in filing this action and serving it upon the Defendants in the amount of One Hundred Thirty Six and 00/100s Dollars (\$136.00).

The Clerk is directed to docket this Order upon the records in the Clerk's Office of this Court and to index the same under the names of **Billy L. Cook**.

There being nothing further to be done in this matter, it is **ORDERED** stricken from the docket of this Court.

The Clerk is further directed to provide copies of this Order to counsel of record and to the defendant.

ENTER this 26th day of February, 2013.

Sage B. Johnson
JUDGE

I ASK FOR THIS:

Reeie R. Watson
Richard S. Buddington, Jr.
Attorneys at Law
182 East Main Street
Abingdon, Virginia 24210

Richard S. Buddington, Jr.
Richard S. Buddington, Jr., Esq.
Virginia State Bar No. 41306
WATSON & BUDDINGTON, P.C.
182 East Main Street
Abingdon, Virginia 24210

Counsel for Plaintiff

INSTRUMENT #130001291
RECORDED IN THE CLERK'S OFFICE OF
WASHINGTON COUNTY ON
FEBRUARY 27, 2013 AT 09:45AM

PATRICIA S. MOORE, CLERK
RECORDED BY: DJL

ATTESTED COPIES PROVIDED TO:
 DEF ~~ATTY~~ JD&R VITAL RECORDS
 PLT ATTY OTHER CCR
 E-MAIL OTHER (Gloria Edwards)
 MAIL OTHER:

DATE 2-27-13 (BY D. Lee)

151269

ABSTRACT OF JUDGMENT

Commonwealth of Virginia VA. CODE § 8.01-449

Case No. GV13000280-00

WASHINGTON GENERAL DISTRICT COURT - CIVIL EAST MAIN & COURT STREETS, ABINGDON, VA 24210
DISTRICT COURT NAME AND ADDRESS

EQUABLE ASCENT FINANCIAL, LLC ASSIGNEE OF v. COOK, TAMMY L
FULL NAME OF PLAINTIFF (LAST, FIRST, MIDDLE) FULL NAME OF DEFENDANT (LAST, FIRST, MIDDLE)

CHASE BANK USA NA(WAMU)
ADDRESS

ADDRESS

1120 W LAKE COOK RD STE B
BUFFALO GROVE, IL 60089

27493 OLD SALTWORKS RD
MEADOWVIEW, VA 24361

CITY STATE ZIP

CITY STATE ZIP

0000
DATE OF BIRTH SSN (LAST FOUR DIGITS ONLY)

0000
DATE OF BIRTH SSN (LAST FOUR DIGITS ONLY)

FULL NAME OF PLAINTIFF(S)

FULL NAME OF DEFENDANT(S)

ADDRESS

ADDRESS

CITY STATE ZIP

CITY STATE ZIP

DATE OF BIRTH SSN (LAST FOUR DIGITS ONLY)

DATE OF BIRTH SSN (LAST FOUR DIGITS ONLY)

This is to certify that a judgment was rendered in this court in favor of:

- PLAINTIFF(S) against DEFENDANT(S)
- DEFENDANT(S) against PLAINTIFF(S)
-

JUDGEMENT LIEN DOCKET
INST 640000188
DATE 5-7-13 TIME 10:10 a.m.
J. M. Edwards

DATE OF JUDGMENT	03/25/2013
\$ 3,538.52	AMOUNT OF JUDGMENT
\$	AMOUNT OF JUDGMENT NOT SUBJECT TO ACCRUAL OF INTEREST
HOMESTEAD EXEMPTION WAIVED <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> CANNOT BE DEMANDED	
\$	ALTERNATE VALUE OF SPECIFIC PROPERTY AWARDED
INTEREST RATE(S) AND BEGINNING DATE(S) 6 % FROM 3/25/2013	
COSTS \$ 56.00	ATTORNEY'S FEES \$
	ATTORNEY KRAMER, LINKIE, TAYLOR

OTHER:

I certify the above to be a true abstract of a judgment rendered in this court.

04/05/2013
DATE

[Signature]

 CLERK [] JUDGE

VIRGINIA:

IN THE CIRCUIT COURT FOR WASHINGTON COUNTY

UNITED RENTALS NORTH AMERICA, INC :
Successor in Interest to RSC EQUIPMENT :
RENTAL, INC., :

Plaintiff :

v. :

MOUNTAINVIEW MASONRY, INC. :
t/a MOUNTAINVIEW MASONRY and :
TAMMY L. COOK :

Defendants :

Civ. No.: CL-11-1456

JUDGEMENT LIEN BOOKET
INST 640000437
DATE 6-7-13 TIME 9:50 a.m.
John Edwards

ORDER

UPON CONSIDERATION of Plaintiff United Rentals North America, Inc., Successor in Interest to RSC Equipment Rental, Inc.'s Motion for Judgment by Default Against Defendants Mountainview Masonry, Inc. t/a Mountainview Masonry and Tammy L. Cook., and

IT APPEARING TO THE COURT that Defendants have failed to file responsive pleadings after having been properly served, and are therefore in default, it is this 23rd day of May, 2013, by the Circuit Court for Washington County, Virginia,

ORDERED, ADJUDGED AND DECREED that Judgment be and the same hereby is entered in favor of the Plaintiff United Rentals North America, Inc., Successor in Interest to RSC Equipment Rental, Inc. and against the Defendants Mountainview Masonry, Inc. t/a Mountainview Masonry and Tammy L. Cook, jointly and severally, in the amount of \$16,537.06, plus interest at the ~~contract~~ ^{legal} rate of 18% per annum ^{from date of entry} from September 4, 2011 until paid in full, plus attorney's fees in the amount of ~~\$4,134.25~~ ^{\$2976.70}, plus costs.

Enter June 6, 2013
Tracy A. Williams
Judge

64 437A

- Signed -
Judge
Circuit Court for Washington County

I ASK FOR THIS:

Brian A. Loffredo
Brian A. Loffredo, VSB# 74137
Offit Kurman, P.A.
8171 Maple Lawn Blvd., Suite 200
Maple Lawn, MD 20759
bloffredo@offitkurman.com
(301) 575-0345 (direct)
(301) 575-0335 (fax)
Counsel for Plaintiff

SEEN AND _____:

Mountainview Masonry, Inc.
t/a Mountainview Masonry
c/o Tammy L. Cook, Resident Agent
25207 Lee Highway
Abingdon, VA 24211

SEEN AND _____:

Tammy L. Cook
27493 Old Saltworks Road
Meadowview, VA 24361

4840-3804-7761, v. 1

ATTESTED COPIES PROVIDED TO:
 DEF ATTY JD&R VITAL RECORDS
 PLT ATTY OTHER CCR *of the Court*
 E-MAIL OTHER B Loffredo
 MAIL OTHER T Cook
DATE: 6/7/13 (BY D. Lee)

WRITTEN DIRECTION PURSUANT
TO
SECTION 8.01-453 OF THE
CODE OF VIRGINIA (1950), AS AMENDED

The following judgment has been paid, discharged and satisfied in whole.

COURT WHERE JUDGMENT ENTERED: Washington County General District Court
COURT WHERE JUDGMENT LIEN FILED: Washington County Circuit Court

PLAINTIFF: E DILLON & COMPANY d/b/a
MOUNTAIN VIEW CONSTRUCTION
DEFENDANT: TAMMY L. COOK
DATE OF JUDGMENT: 6/6/2011
AMOUNT OF JUDGMENT: \$11,009.01
JUDGMENT INSTRUMENT NUMBER: 590000414;
JUDGMENT RECORDATION DATE: 8/10/2011

Pursuant to Section 8.01-453 (ii) of the Code of Virginia (1950), as amended, the undersigned attorney for the Judgment Creditor directs the Clerk of the Circuit Court to enter the satisfaction of said judgment.

DATED: January 7, 2014

E DILLON & COMPANY d/b/a
MOUNTAIN VIEW CONSTRUCTION

By: 

Counsel for Plaintiff

Richard L. Greenberg, Esq.
GREENBERG LAW FIRM
Of Counsel to Plaintiff
P.O. Box 240
Roanoke, Virginia 24002
(540) 345-0999 - phone
(540) 342-8006 - facsimile
Va. State Bar No.: 18754

State of Virginia
City of Roanoke

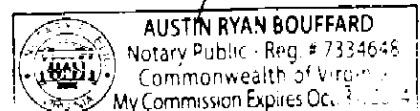
THE LIEN OF THIS JUDGEMENT HAS BEEN
SATISFIED AND HEREBY RELEASED BY AUTHORITY
OF Auth of Release DATED 8-10-11
THIS 15 DAY OF January 2014
AT 4:12 AM/PM.

SIGNED _____

TESTE J. Edwards DEPUTY CLERK

Sworn and subscribed before me, this 7th day of January, 2014, by Richard L. Greenberg, Esq.


Notary Public



GREENBERG
LAW FIRM

305 West Campbell Ave.
Roanoke, VA 24016
Voice: 540-345-0999
Fax: 540-342-8006
www.greenberglawfirm.com
mail@greenberglawfirm.com

ABSTRACT OF JUDGMENT

Commonwealth of Virginia VA. CODE § 8.01-449

Case No.

GV12001202-00

WASHINGTON GENERAL DISTRICT COURT - CIVIL

EAST MAIN & COURT STREETS, ABINGDON, VA 24210

DISTRICT COURT NAME AND ADDRESS

THE QUIKRETE COMPANIES, INC

v. MOUNTAIN VIEW MASONRY, INC

FULL NAME OF PLAINTIFF (LAST, FIRST, MIDDLE)

FULL NAME OF DEFENDANT (LAST, FIRST, MIDDLE)

DBA: QUIKRETE

ADDRESS

ADDRESS

25207 LEE HIGHWAY
ABINGDON, VA 24211

CITY STATE ZIP

CITY STATE ZIP

0000

DATE OF BIRTH

SSN (LAST FOUR DIGITS ONLY)

DATE OF BIRTH

SSN (LAST FOUR DIGITS ONLY)

FULL NAME OF PLAINTIFF(S)

COOK, TAMMY

FULL NAME OF DEFENDANT(S)

ADDRESS

AKA: COOK, TAMMY L
ADDRESS
25207 LEE HIGHWAY
ABINGDON, VA 24211

CITY STATE ZIP

CITY STATE ZIP

DATE OF BIRTH

SSN (LAST FOUR DIGITS ONLY)

DATE OF BIRTH

SSN (LAST FOUR DIGITS ONLY)

This is to certify that a judgment was rendered in this court in favor of:

PLAINTIFF(S) against DEFENDANT(S)

DEFENDANT(S) against PLAINTIFF(S)

v.

JUDGEMENT LIEN DOCKET

INST 660000677

DATE 5-9-14 TIME 1:20 PM

J. M. Edwards

DATE OF JUDGMENT	08/06/2012	
\$ 5,527.78	AMOUNT OF JUDGMENT	
\$	AMOUNT OF JUDGMENT NOT SUBJECT TO ACCRUAL OF INTEREST	
HOMESTEAD EXEMPTION WAIVED <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> CANNOT BE DEMANDED		
\$	ALTERNATE VALUE OF SPECIFIC PROPERTY AWARDED	
INTEREST RATE(S) AND BEGINNING DATE(S) 6 % FROM 05/14/12		
COSTS \$ 86.00	ATTORNEY'S FEES \$	ATTORNEY LEGUM & WILK

OTHER:

I certify the above to be a true abstract of a judgment rendered in this court.

02/27/2014

DATE

[Signature]
[] CLERK [] JUDGE

Area: SMALL BUSINESS/SELF EMPLOYED AREA #3 Serial Number: 214233316
 Lien Unit Phone: (800) 913-6050 For Optional Use by Recording Office

As provided by section 6321, 6322, and 6323 of the Internal Revenue Code, we are giving a notice that taxes (including interest and penalties) have been assessed against the following-named taxpayer. We have made a demand for payment of this liability, but it remains unpaid. Therefore, there is a lien in favor of the United States on all property and rights to property belonging to this taxpayer for the amount of these taxes, and additional penalties, interest, and costs that may accrue.

Name of Taxpayer **BILLY L COOK**

Residence **27493 OLD SALTWORKS ROAD
 MEADOWVIEW, VA 24361-3633**

IMPORTANT RELEASE INFORMATION: For each assessment listed below, unless notice of the lien is refiled by the date given in column (e), this notice shall, on the day following such date, operate as a certificate of release as defined in IRC 6325(a).

7100232
 JUDGEMENT LIEN DOCKET
 INST 1710000232
 DATE 6-3-16 TIME 3:04 pm
gk m Edwards

Kind of Tax (a)	Tax Period Ending (b)	Identifying Number (c)	Date of Assessment (d)	Last Day for Refiling (e)	Unpaid Balance of Assessment (f)
6672	06/30/2011	XXX-XX-7066	04/18/2016	05/18/2026	21167.14
6672	09/30/2011	XXX-XX-7066	04/18/2016	05/18/2026	24504.70
6672	12/31/2011	XXX-XX-7066	04/18/2016	05/18/2026	20794.21
6672	03/31/2012	XXX-XX-7066	04/18/2016	05/18/2026	25719.45
6672	06/30/2012	XXX-XX-7066	04/18/2016	05/18/2026	18754.72
6672	09/30/2012	XXX-XX-7066	04/18/2016	05/18/2026	24189.14
6672	12/31/2012	XXX-XX-7066	04/18/2016	05/18/2026	26841.22
6672	03/31/2013	XXX-XX-7066	04/18/2016	05/18/2026	25960.79
6672	06/30/2013	XXX-XX-7066	04/18/2016	05/18/2026	30449.24
6672	09/30/2013	XXX-XX-7066	04/18/2016	05/18/2026	27951.59
6672	12/31/2013	XXX-XX-7066	04/18/2016	05/18/2026	27773.77
6672	06/30/2014	XXX-XX-7066	04/18/2016	05/18/2026	39497.26

Place of Filing **Clerk of the Circuit Court
 Washington County
 Abingdon, VA 24212** Total \$ **313603.23**

This notice was prepared and signed at **BALTIMORE, MD**, on this, the **25th** day of **May**, **2016**.

Signature *Sheila F Blackburn* Title **REVENUE OFFICER** 23-07-1855
 for **SHEILA F BLACKBURN** (276) 642-7405

Notice of Federal Tax Lien

Area: SMALL BUSINESS/SELF EMPLOYED AREA #3 Lien Unit Phone: (800) 913-6050	Serial Number 214233416	For Optional Use by Recording Office
--	----------------------------	--------------------------------------

As provided by section 6321, 6322, and 6323 of the Internal Revenue Code, we are giving a notice that taxes (including interest and penalties) have been assessed against the following-named taxpayer. We have made a demand for payment of this liability, but it remains unpaid. Therefore, there is a lien in favor of the United States on all property and rights to property belonging to this taxpayer for the amount of these taxes, and additional penalties, interest, and costs that may accrue.

71000231

Name of Taxpayer BILLY L & TAMMY COOK

Residence 27493 OLD SALTWORKS ROAD
MEADOWVIEW, VA 24361-3633

IMPORTANT RELEASE INFORMATION: For each assessment listed below, unless notice of the lien is refiled by the date given in column (e), this notice shall, on the day following such date, operate as a certificate of release as defined in IRC 6325(a).

Kind of Tax (a)	Tax Period Ending (b)	Identifying Number (c)	Date of Assessment (d)	Last Day for Refiling (e)	Unpaid Balance of Assessment (f)
1040	12/31/2006	XXX-XX-7066	04/11/2016	05/11/2026	15120.49

JUDGEMENT LIEN DOCKET
INST 710 000 231
DATE 6-3-16 TIME 3:02 pm
g h m Edwards

Place of Filing Clerk of the Circuit Court Washington County Abingdon, VA 24212	Total \$ 15120.49
--	-------------------

This notice was prepared and signed at BALTIMORE, MD, on this, the 25th day of May, 2016.


Signature <i>Sheila F Blackburn</i> for SHEILA F BLACKBURN	Title REVENUE OFFICER (276) 642-7405	23-07-1855
--	--	------------

(NOTE: Certificate of officer authorized by law to take acknowledgment is not essential to the validity of Notice of Federal Tax lien Rev. Rul. 71-466, 1971 - 2 C.B. 409)

Area: **SMALL BUSINESS/SELF EMPLOYED AREA #3**
 Lien Unit Phone: (800) 913-6050
 Serial Number: 231486416

For Optional Use by Recording Office

As provided by section 6321, 6322, and 6323 of the Internal Revenue Code, we are giving a notice that taxes (including interest and penalties) have been assessed against the following-named taxpayer, We have made a demand for payment of this liability, but it remains unpaid. Therefore, there is a lien in favor of the United States on all property and rights to property belonging to this taxpayer for the amount of these taxes, and additional penalties, interest, and costs that may accrue.

JUDGEMENT LIEN DOCKET
 INST 72000038
 DATE 10-4-16 TIME 11:00


Name of Taxpayer **BILLY L & TAMMY COOK**

Residence **27493 OLD SALTWORKS ROAD
 MEADOWVIEW, VA 24361-3633**

IMPORTANT RELEASE INFORMATION: For each assessment listed below, unless notice of the lien is refiled by the date given in column (e), this notice shall, on the day following such date, operate as a certificate of release as defined in IRC 6325(a).

Kind of Tax (a)	Tax Period Ending (b)	Identifying Number (c)	Date of Assessment (d)	Last Day for Refiling (e)	Unpaid Balance of Assessment (f)
1040	12/31/2008	XXX-XX-7066	07/11/2016	08/10/2026	467.23
1040	12/31/2009	XXX-XX-7066	07/11/2016	08/10/2026	25523.78
1040	12/31/2010	XXX-XX-7066	07/11/2016	08/10/2026	18931.76

Place of Filing **Clerk of the Circuit Court
 Washington County
 Abingdon, VA 24212** Total \$ **44922.77**

This notice was prepared and signed at **BALTIMORE, MD**, on this, the **27th** day of **September**, **2016**.

Signature *Sheila F Blackburn*
 for **SHEILA F BLACKBURN**
 Title **REVENUE OFFICER**
(276) 642-7405 23-07-1855

(NOTE: Certificate of officer authorized by law to take acknowledgment is not essential to the validity of Notice of Federal Tax lien Rev. Rul. 71-466, 1971 - 2 C.B. 409)

Area: SMALL BUSINESS/SELF EMPLOYED AREA #3
 Lien Unit Phone: (800) 913-6050
 Serial Number: 273113417

For Optional Use by Recording Office

As provided by section 6321, 6322, and 6323 of the Internal Revenue Code, we are giving a notice that taxes (including interest and penalties) have been assessed against the following-named taxpayer. We have made a demand for payment of this liability, but it remains unpaid. Therefore, there is a lien in favor of the United States on all property and rights to property belonging to this taxpayer for the amount of these taxes, and additional penalties, interest, and costs that may accrue.

JUDGEMENT LIEN DOCKET
 INST 740000103
 DATE 8-15-17 TIME 9:03
Barbara Meeker

Name of Taxpayer BILLY L COOK

Residence 27493 OLD SALTWORKS ROAD
 MEADOWVIEW, VA 24361-3633

IMPORTANT RELEASE INFORMATION: For each assessment listed below, unless notice of the lien is refiled by the date given in column (e), this notice shall, on the day following such date, operate as a certificate of release as defined in IRC 6325(a).

Kind of Tax (a)	Tax Period Ending (b)	Identifying Number (c)	Date of Assessment (d)	Last Day for Refiling (e)	Unpaid Balance of Assessment (f)
6672	03/31/2014	XXX-XX-7066	05/22/2017	06/21/2027	23384.53
6672	03/31/2015	XXX-XX-7066	05/22/2017	06/21/2027	41856.50
6672	09/30/2015	XXX-XX-7066	05/22/2017	06/21/2027	22703.51
6672	12/31/2015	XXX-XX-7066	05/22/2017	06/21/2027	31430.56
6672	03/31/2016	XXX-XX-7066	05/22/2017	06/21/2027	6265.52

Place of Filing Clerk of the Circuit Court
 Washington County
 Abingdon, VA 24212
 Total \$ 125640.62

This notice was prepared and signed at BALTIMORE, MD, on this, the 03rd day of August, 2017.

Signature *Jan Flach*
 for SHEILA F BLACKBURN
 Title REVENUE OFFICER
 (276) 642-7405
 23-07-1855

Area: SMALL BUSINESS/SELF EMPLOYED AREA #3
 Lien Unit Phone: (800) 913-6050
 Serial Number: 351790519

For Optional Use by Recording Office
 79 0398
 JUDGMENT LIEN DOCKET
 INST 790000398
 DATE 4/24/19 TIME 2:58
 B. Barnett

As provided by section 6321, 6322, and 6323 of the Internal Revenue Code, we are giving a notice that taxes (including interest and penalties) have been assessed against the following-named taxpayer. We have made a demand for payment of this liability, but it remains unpaid. Therefore, there is a lien in favor of the United States on all property and rights to property belonging to this taxpayer for the amount of these taxes, and additional penalties, interest, and costs that may accrue.

Name of Taxpayer BILLY L & TAMMY COOK

Residence 27493 OLD SALTWORKS RD
 MEADOWVIEW, VA 24361-3633

IMPORTANT RELEASE INFORMATION: For each assessment listed below, unless notice of the lien is refiled by the date given in column (e), this notice shall, on the day following such date, operate as a certificate of release as defined in IRC 6325(a).

Kind of Tax (a)	Tax Period Ending (b)	Identifying Number (c)	Date of Assessment (d)	Last Day for Refiling (e)	Unpaid Balance of Assessment (f)
1040	12/31/2015	XXX-XX-7066	11/14/2016	12/14/2026	
1040	12/31/2015	XXX-XX-7066	05/07/2018	06/06/2028	27718.85
1040	12/31/2017	XXX-XX-7066	11/19/2018	12/19/2028	8136.50

Place of Filing Clerk of the Circuit Court
 Washington County
 Abingdon, VA 24212
 Total \$ 35855.35

This notice was prepared and signed at BALTIMORE, MD, on this, the 16th day of April, 2019.

Signature *Jean Flach*
 for J T ZOLLNER
 Title REVENUE OFFICER
 (540) 767-7428
 23-03-1825

Area: **SMALL BUSINESS/SELF EMPLOYED AREA #3** Serial Number: **362688319** For Optional Use by Recording Office

As provided by section 6321, 6322, and 6323 of the Internal Revenue Code, we are giving a notice that taxes (including interest and penalties) have been assessed against the following-named taxpayer. We have made a demand for payment of this liability, but it remains unpaid. Therefore, there is a lien in favor of the United States on all property and rights to property belonging to this taxpayer for the amount of these taxes, and additional penalties, interest, and costs that may accrue.

80 0084
 JUDGEMENT LIEN DOCKET
 INST 800000084
 DATE 6/14/19 TIME 354
 B. Bennett

Name of Taxpayer **BILLY L & TAMMY COOK**

Residence **27493 OLD SALTWORKS RD
 MEADOWVIEW, VA 24361-3633**

IMPORTANT RELEASE INFORMATION: For each assessment listed below, unless notice of the lien is refiled by the date given in column (e), this notice shall, on the day following such date, operate as a certificate of release as defined in IRC 6325(a).

Kind of Tax (a)	Tax Period Ending (b)	Identifying Number (c)	Date of Assessment (d)	Last Day for Refiling (e)	Unpaid Balance of Assessment (f)
1040	12/31/2016	XXX-XX-7066	11/06/2017	12/06/2027	3613.62
1040	12/31/2016	XXX-XX-7066	04/22/2019	05/22/2029	

Place of Filing **Clerk of the Circuit Court
 Washington County
 Abingdon, VA 24212** Total \$ **3613.62**

This notice was prepared and signed at **BALTIMORE, MD**, on this, the **05th** day of **June**, **2019**.

Signature *Elwin Dean Conroy* Title **REVENUE OFFICER** 23-03-1825
 for **J T ZOELLNER** (540) 767-7428

Area: **SMALL BUSINESS/SELF EMPLOYED AREA #3** Serial Number: **368906619**
 Lien Unit Phone: (800) 913-6050 For Optional Use by Recording Office

As provided by section 6321, 6322, and 6323 of the Internal Revenue Code, we are giving a notice that taxes (including interest and penalties) have been assessed against the following-named taxpayer. We have made a demand for payment of this liability, but it remains unpaid. Therefore, there is a lien in favor of the United States on all property and rights to property belonging to this taxpayer for the amount of these taxes, and additional penalties, interest, and costs that may accrue.

80 0427
 JUDGEMENT LIEN BASKET
 INST. 800000427
 DATE 7/23/19 TIME 9:27
B. B. Carter

Name of Taxpayer **BILLY L COOK**

Residence **27493 OLD SALTWORKS RD
 MEADOWVIEW, VA 24361-3633**

IMPORTANT RELEASE INFORMATION: For each assessment listed below, unless notice of the lien is refiled by the date given in column (e), this notice shall, on the day following such date, operate as a certificate of release as defined in IRC 6325(a).

Kind of Tax (a)	Tax Period Ending (b)	Identifying Number (c)	Date of Assessment (d)	Last Day for Refiling (e)	Unpaid Balance of Assessment (f)
6672	09/30/2016	XXX-XX-7066	06/10/2019	07/10/2029	6748.33
6672	09/30/2017	XXX-XX-7066	06/10/2019	07/10/2029	15984.71
6672	12/31/2017	XXX-XX-7066	06/10/2019	07/10/2029	31127.26
6672	03/31/2018	XXX-XX-7066	06/10/2019	07/10/2029	19676.46
6672	06/30/2018	XXX-XX-7066	06/10/2019	07/10/2029	30878.50
6672	09/30/2018	XXX-XX-7066	06/10/2019	07/10/2029	61638.69

Place of Filing **Clerk of the Circuit Court
 Washington County
 Abingdon, VA 24212** Total \$ **166053.95**

This notice was prepared and signed at **BALTIMORE, MD**, on this, the **11th** day of **July**, **2019**.

Signature *Kevin Dean Curry* Title **REVENUE OFFICER**
 for **J T ZOELLNER** (540) 767-7428 **23-03-1825**

(NOTE: Certificate of officer authorized by law to take acknowledgment is not essential to the validity of Notice of Federal Tax lien Rev. Rul. 71-466, 1971 - 2 C.B. 409)

18331

Department of the Treasury - Internal Revenue Service

Form 668 (Y)(c)

(Rev. February 2004)

Notice of Federal Tax Lien

Area: SMALL BUSINESS/SELF EMPLOYED AREA #3 Lien Unit Phone: (800) 913-6050	Serial Number 401799020	For Optional Use by Recording Office
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As provided by section 6321, 6322, and 6323 of the Internal Revenue Code, we are giving a notice that taxes (including interest and penalties) have been assessed against the following-named taxpayer. We have made a demand for payment of this liability, but it remains unpaid. Therefore, there is a lien in favor of the United States on all property and rights to property belonging to this taxpayer for the amount of these taxes, and additional penalties, interest, and costs that may accrue.

Name of Taxpayer BILLY L & TAMMY COOK

Residence 27493 OLD SALTWORKS RD
MEADOWVIEW, VA 24361-3633

VIRGINIA
IN THE CLERK'S OFFICE OF
WASHINGTON COUNTY CIRCUIT
COURT
JANUARY 28, 2020 AT 10:48 AM
JUDGMENT RELEASE #202000207 WAS DOCKETED
UPON CERTIFICATION OF ACKNOWLEDGEMENT
THERE TO ANNEXED, ADMITTED TO RECORD.
THE FEE IMPOSED BY SEC. 17.1-275(17)
OF THE VIRGINIA CODE, HAS BEEN PAID.
RCPT: 20000001299 BK: _____ PG: _____
TESTE: PATRICIA S. MOORE, CLERK

RECORDED BY: BXB

IMPORTANT RELEASE INFORMATION: For each assessment listed below, unless notice of the lien is refiled by the date given in column (e), this notice shall, on the day following such date, operate as a certificate of release as defined in IRC 6325(a).

Kind of Tax (a)	Tax Period Ending (b)	Identifying Number (c)	Date of Assessment (d)	Last Day for Refiling (e)	Unpaid Balance of Assessment (f)
1040	12/31/2018	XXX-XX-7066	11/18/2019	12/18/2029	11235.70

Place of Filing

Clerk of the Circuit Court
Washington County
Abingdon, VA 24212

Total \$ 11235.70

This notice was prepared and signed at BALTIMORE, MD, on this,
the 09th day of January, 2020.

Signature

Elvin Dean Conroy

for J T ZOELLNER

Title

REVENUE OFFICER
(540) 767-7428

23-03-1825

(NOTE: Certificate of officer authorized by law to take acknowledgment is not essential to the validity of Notice of Federal Tax lien
Rev. Rul. 71-466, 1971 - 2 C.B. 409)

Part 1 - Kept By Recording Office

Form 668(Y)(c) (Rev. 2-2004)
CAT. NO 60025X

Form **668-F**
(March 2016)

Department of the Treasury - Internal Revenue Service

Notice of Federal Tax Lien Refile

Area: **SMALL BUSINESS/SELF EMPLOYED #3**
Lien Unit Phone: (800) 913-6050

Original Serial Number: **721325510**

For Use by Recording Office: **VIRGINIA**

In accordance with section 6323(g) of the Internal Revenue Code, the Notice of Federal Tax Lien originally filed on 12/03/2010 is hereby refiled with regard to the taxpayer and assessments identified below.

Name of Taxpayer
TAMMY L COOK

Address
27493 OLD SALTWORKS RD
MEADOWVIEW, VA 24361-3633

IN THE CLERK'S OFFICE OF
WASHINGTON COUNTY CIRCUIT
COURT
JULY 1, 2020 AT 11:15 AM
JUDGMENT/RELEASE #202001277 WAS DOCKETED
UPON CERTIFICATION OF ACKNOWLEDGEMENT
THERE TO ANNEXED, ADMITTED TO RECORD.
THE FEE IMPOSED BY SEC. 17.1-275(17)
OF THE VIRGINIA CODE, HAS BEEN PAID.
RCPT: 20000007982 BK: PG:
TESTE: PATRICIA S. MOORE, CLERK

RECORDED BY: **BXB**

Kind of Tax (a)	Tax Period Ended (b)	Identifying Number (c)	Date of Assessment (d)	Last Day for Refiling (e)	Current Unpaid Balance of Assessment (f)
6672	03/31/2009	XXX-XX-8772	06/07/2010	07/07/2030	54,883.84
6672	06/30/2009	XXX-XX-8772	06/07/2010	07/07/2030	39,869.56
6672	09/30/2009	XXX-XX-8772	06/07/2010	07/07/2030	26,059.00
6672	12/31/2009	XXX-XX-8772	06/07/2010	07/07/2030	26,015.90

Notice of Federal Tax Lien Refile

Refile Serial Number 415097720 Identifying Number* SAME AS ABOVE

Current Taxpayer Name* SAME AS ABOVE

Current Address* SAME AS ABOVE

Place of Refiling Washington

Signature [Signature] Date 07/01/2020

for JT Zoellner Title REVENUE OFFICER 23-03-1825

* If different from original notice of lien

Total of Refile \$ **146,828.30**

Original Place of Filing
Clerk of the Circuit Court
Washington County
Abingdon, VA 24212

The original notice was prepared and executed at BALTIMORE, MD, on the 15th day of November, 2010.

Signature: **THOMAS W SHILLING** Title: **REVENUE OFFICER 23-13-3115**

Form **668-F**
(March 2016)

Department of the Treasury - Internal Revenue Service

Notice of Federal Tax Lien Refile

Area SMALL BUSINESS/SELF EMPLOYED #3 Lien Unit Phone: (800) 913-6050	Original Serial Number 721325510	For Use by Recording Office
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In accordance with section 6323(g) of the Internal Revenue Code, the Notice of Federal Tax Lien originally filed on 12/03/2010 is hereby refiled with regard to the taxpayer and assessments identified below.

VIRGINIA
IN THE CLERK'S OFFICE OF
WASHINGTON COUNTY CIRCUIT
JULY 1, 2020 AT 11:17 AM
JUDGMENT/RELEASE #202001278 WAS DOCKETED
UPON CERTIFICATION OF ACKNOWLEDGEMENT
THEREO ANNEXED, ADMITTED TO RECORD.
THE FEE IMPOSED BY SEC. 17.1-275(17)
OF THE VIRGINIA CODE, HAS BEEN PAID.
RCPT: 20000007983 BK: _____ PG: _____
TESTE: PATRICIA S. MOORE, CLERK

Name of Taxpayer
TAMMY L COOK

Address
27493 OLD SALTWORKS RD
MEADOWVIEW, VA 24361-3633

Kind of Tax (a)	Tax Period Ended (b)	Identifying Number (c)	Date of Assessment (d)	Last Day for Refiling (e)	RECORDED BY: BXB Balance of Assessment (f)
6672	09/30/2007	XXX-XX-8772	06/07/2010	07/07/2030	38,855.30
6672	12/31/2007	XXX-XX-8772	06/07/2010	07/07/2030	85,134.49
6672	03/31/2008	XXX-XX-8772	06/07/2010	07/07/2030	62,814.85
6672	06/30/2008	XXX-XX-8772	06/07/2010	07/07/2030	56,921.43
6672	09/30/2008	XXX-XX-8772	06/07/2010	07/07/2030	26,937.12
6672	12/31/2008	XXX-XX-8772	06/07/2010	07/07/2030	52,356.10

Notice of Federal Tax Lien Refile

Refile Serial Number 415096020 Identifying Number* SAME AS ABOVE

Current Taxpayer Name* SAME AS ABOVE

Current Address* SAME AS ABOVE

Place of Refiling Washington

Signature *[Signature]* Date 07/01/2020

for JT Zoellner Title REVENUE OFFICER 23-03-1825

* If different from original notice of lien

Total of Refile \$ 323,019.29

Original Place of Filing
Clerk of the Circuit Court
Washington County
Abingdon, VA 24212

The original notice was prepared and executed at BALTIMORE, MD, on the 15th day of November, 2010.

Signature THOMAS W SHILLING	Title REVENUE OFFICER 23-13-3115
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Form **668-F**
(March 2016)

17489

Department of the Treasury - Internal Revenue Service

Notice of Federal Tax Lien Refile

Recorded: 06/10/2011 09:22 580000959

Area:
SMALL BUSINESS/SELF EMPLOYED AREA #3
Lien Unit Phone: (800) 913-6050

Original Serial Number
786176211

For Use by Recording Office

In accordance with section 6323(g) of the Internal Revenue Code, the Notice of Federal Tax Lien originally filed on May 26, 2011 is hereby refiled with regard to the taxpayer and assessments identified below.

INSTRUMENT # 210001014
RECORDED WASHINGTON CO CIRCUIT COURT CLERK'S OFFICE
Mar 12, 2021 AT 03:57 pm
PATRICIA S. MOORE, CLERK by BPB

Name of Taxpayer TAMMY L COOK

Address 27493 OLD SALTWORKS RD
MEADOWVIEW, VA 24361-3633

Kind of Tax (a)	Tax Period Ended (b)	Identifying Number (c)	Date of Assessment (d)	Last Day for Refiling (e)	Unpaid Balance of Assessment (f)
6672	03/31/2010	XXX-XX-8772	03/28/2011	04/27/2031	30566.61
6672	06/30/2010	XXX-XX-8772	03/28/2011	04/27/2031	29793.00
6672	09/30/2010	XXX-XX-8772	03/28/2011	04/27/2031	31980.92

Notice of Federal Tax Lien Refile

Refile Serial Number 425387921 Identifying Number* _____ Date 03/03/2021

Current Taxpayer Name* _____

Current Address* _____

Place of Refiling Washington

Signature for KENNETH BLUNT

Title ADVISOR (804) 916-8083

*If different from original notice of lien

Original Place of Filing
Clerk of the Circuit Court
Washington County
Abingdon, VA 24212

Total of Refile \$ 92340.53

The original notice was prepared and executed at BALTIMORE, MD, on this,

the 16th day of May, 2011.

Signature
for THOMAS W SHILLING

Title
REVENUE OFFICER
23-13-3115

INSTRUMENT # 210003247
 RECORDED WASHINGTON CO CIRCUIT COURT CLERK'S OFFICE
 Sep 28, 2021 AT 08:57 am
 PATRICIA S. MOORE, CLERK by BPB

Please Return to: Department of Justice | Tax Division
 Financial Litigation Unit | Office of Review
 P.O. Box 310 (Ben Franklin Station)
 Washington, DC 20044
 Email: taxflu.taxcivil@usdoj.gov

**ABSTRACT OF JUDGMENT
 NOTICE**

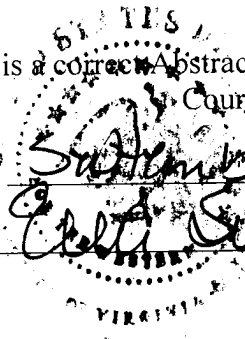
Pursuant to Title 28, United States Code, Section 3201, this judgment, upon the filing of this abstract in the manner in which a notice of tax lien would be filed under paragraphs (1) and (2) of 26 U.S.C. §6323(f), creates a lien on all real property of the defendant(s) and has priority over all other liens or encumbrances which are perfected later in time. The lien created by this section is effective, unless satisfied, for a period of 20 years and may be renewed by filing a notice of renewal. If such notice of renewal is filed before the expiration of the 20-year period to prevent the expiration of the lien and the court approves the renewal, the lien shall relate back to the date the judgment is filed.

Names and Addresses of Parties against whom judgments have been obtained		Names of Parties in whose favor judgments have been obtained
Billy L. Cook 27493 Old Saltworks Road Meadowview, Virginia 24361		United States of America
Amounts of the Judgment	Names of Creditor's Attorneys	Docketed
\$126,378.88, plus statutory additions and interest. \$669,137.98, plus statutory additions and interest.	United States Department of Justice Tax Division, TaxFLU OOR P.O. Box 310 Ben Franklin Station Washington, D.C. 20044 (202) 307-6567 taxflu.taxcivil@usdoj.gov	July 28, 2021 CIV No. 1:20-CV-00021-JPJ-PMS

UNITED STATES OF AMERICA CLERK'S OFFICE U.S. DISTRICT COURT
 WESTERN DISTRICT OF VIRGINIA
 SS

I CERTIFY that the foregoing is a correct Abstract of the Judgment entered or registered by this Court.

Dated: September 7, 2021
 By: Chela Surodu, Deputy Clerk



INSTRUMENT # 210003248
 RECORDED WASHINGTON CO CIRCUIT COURT CLERK'S OFFICE
 Sep 28, 2021 AT 08:57 am
 PATRICIA S. MOORE, CLERK by BPB

Please Return to: Department of Justice | Tax Division
 Financial Litigation Unit | Office of Review
 P.O. Box 310 (Ben Franklin Station)
 Washington, DC 20044
 Email: taxflu.taxcivil@usdoj.gov

**ABSTRACT OF JUDGMENT
 NOTICE**

Pursuant to Title 28, United States Code, Section 3201, this judgment, upon the filing of this abstract in the manner in which a notice of tax lien would be filed under paragraphs (1) and (2) of 26 U.S.C. §6323(f), creates a lien on all real property of the defendant(s) and has priority over all other liens or encumbrances which are perfected later in time. The lien created by this section is effective, unless satisfied, for a period of 20 years and may be renewed by filing a notice of renewal. If such notice of renewal is filed before the expiration of the 20-year period to prevent the expiration of the lien and the court approves the renewal, the lien shall relate back to the date the judgment is filed.

Names and Addresses of Parties against whom judgments have been obtained		Names of Parties in whose favor judgments have been obtained
Tammy L. Cook 27493 Old Saltworks Road Meadowview, Virginia 24361		United States of America
Amounts of the Judgment	Names of Creditor's Attorneys	Docketed
\$126,378.88, plus statutory additions and interest. \$591,688.03, plus statutory additions and interest.	United States Department of Justice Tax Division, TaxFLU OOR P.O. Box 310 Ben Franklin Station Washington, D.C. 20044 (202) 307-6567 taxflu.taxcivil@usdoj.gov	July 28, 2021 CIV No. 1:20-CV-00021-JPJ-PMS

UNITED STATES OF AMERICA CLERK'S OFFICE U.S. DISTRICT COURT
 WESTERN DISTRICT OF VIRGINIA
 SS

I CERTIFY that the foregoing is a correct Abstract of the Judgment entered or registered by this Court.

Dated: September 7, 2021

By: [Signature], Deputy Clerk

MEMORANDUM of LIEN
COMMONWEALTH OF VIRGINIA

Department of Taxation
 P.O. Box 1880
 Richmond, Virginia 23218-1880

As provided by Section 58.1-1805 of the *Code of Virginia*, notice is given that taxes (including interest and penalties) have been assessed against the following-named taxpayer. Demand for payment of this liability has been made, but it remains unpaid. Therefore, the Tax Commissioner has caused this Memorandum of Lien to be filed in the Clerk's Office of the Circuit Court and recorded in the Judgment Docket Book. This Memorandum shall have the same effect as a judgment in favor of the Commonwealth.

For Optional Use by Clerk's Office
INSTRUMENT # 220002003
 RECORDED WASHINGTON CO CIRCUIT COURT CLERK'S OFFICE
 Jun 30, 2022 AT 02:23 pm
 PATRICIA S. MOORE, CLERK by BPS

Location of Circuit Court

PATRICIA S. MOORE, CLERK
 WASHINGTON CIRCUIT COURT
 189 EAST MAIN STREET
 ABINGDON, VA 24210

FEIN/SSN:
 XXX-XX-7066
SSN 2:

Name of Taxpayer and Last Known Mailing Address

BILLY L COOK
 27493 OLD SALTWORKS RD
 MEADOWVIEW, VA 24361-3633

City/County of Residence or Principal Place of Business

Name of City/County: Washington County

Date of Birth

October 5, 1966

Department of Taxation

By: *Ruby Barnes*
 Ruby Barnes

Issuing Office

Office of Compliance
 Delinquent Collections Unit
 Post Office Box 1880
 RICHMOND, VA 23218-1880
 (804) 367-8045

Date: June 23, 2022

Type of Tax	Tax Period	Date of Assessment	Bill Number	Judgment Amount
Individual Income	01/01/18 - 12/31/18	11/16/20	36933	\$68.77
Individual Income	01/01/16 - 12/31/16	11/14/19	30097	\$87.37
Individual Income	01/01/18 - 12/31/18	11/12/19	20139	\$10,715.55
Individual Income	01/01/15 - 12/31/15	01/08/19	23143	\$6,800.96
Individual Income	01/01/12 - 12/31/12	12/05/18	89942	\$2,480.31
Individual Income	01/01/17 - 12/31/17	11/13/18	54722	\$4,964.24
Individual Income	01/01/16 - 12/31/16	11/13/17	48037	\$1,786.92
Individual Income	01/01/10 - 12/31/10	11/16/16	71346	\$9,440.70
Individual Income	01/01/15 - 12/31/15	11/10/16	58258	\$3,027.39
Individual Income	01/01/09 - 12/31/09	07/22/16	60310	\$13,545.05
Individual Income	01/01/08 - 12/31/08	06/07/16	04566	\$8,008.70
Individual Income	01/01/07 - 12/31/07	06/07/16	04559	\$3,932.33
TOTAL				\$64,858.29



220002137.001

1654

Department of the Treasury - Internal Revenue Service

Form 668 (Z)

(Rev. 10-2000)

Certificate of Release of Federal Tax Lien

Area: SMALL BUSINESS/SELF EMPLOYED AREA #3 Lien Unit Phone: (800) 913-6050	Serial Number 214233416	For Use by Recording Office
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I certify that the following-named taxpayer, under the requirements of section 6325 (a) of the Internal Revenue Code has satisfied the taxes listed below and all statutory additions. Therefore, the lien provided by Code section 6321 for these taxes and additions has been released. The proper officer in the office where the notice of internal revenue tax lien was filed on June 03 2016, is authorized to note the books to show the release of this lien for these taxes and additions.

Name of Taxpayer
BILLY L & TAMMY COOK

INSTRUMENT # 220002137
RECORDED WASHINGTON CO CIRCUIT COURT CLERK'S OFFICE
Jul 15, 2022 AT 02:05 pm
PATRICIA S. MOORE, CLERK by BPB

Residence 27493 OLD SALTWORKS ROAD
MEADOWVIEW, VA 24361-3633

COURT RECORDING INFORMATION:
Liber Page UCC No. Serial No.
n/a n/a n/a 710000231

Kind of Tax (a)	Tax Period Ending (b)	Identifying Number (c)	Date of Assessment (d)	Last Day for Refiling (e)	Unpaid Balance of Assessment (f)
1040	12/31/2006	XXX-XX-7066	04/11/2016	05/11/2026	15120.49

Place of Filing Clerk of the Circuit Court Washington County Abingdon, VA 24212	Total \$	15120.49
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This notice was prepared and signed at BALTIMORE, MD, on this, the 06th day of July, 2022.

Signature <i>Elvin Dean Conroy</i>	Title Operations Manager, Centralized Lien Operation
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230000865.001

ABSTRACT OF JUDGMENT

Commonwealth of Virginia VA. CODE § 8.01-449

Case No. GV21000994-00

WASHINGTON GENERAL DISTRICT COURT - CIVIL EAST MAIN & COURT STREETS, ABINGDON, VA 24210
DISTRICT COURT NAME AND ADDRESS

BEST BLOCK, LLC
FULL NAME OF PLAINTIFF (LAST, FIRST, MIDDLE)

ADDRESS

CITY STATE ZIP

DATE OF BIRTH SSN (LAST FOUR DIGITS ONLY)

FULL NAME OF PLAINTIFF(S)

ADDRESS

CITY STATE ZIP

DATE OF BIRTH SSN (LAST FOUR DIGITS ONLY)

MOUNTAIN MASONRY, INC
FULL NAME OF DEFENDANT (LAST, FIRST, MIDDLE)

SERVE BILLY L COOK
ADDRESS
25207 LEE HIGHWAY
ABINGDON, VA 24211

CITY STATE ZIP

DATE OF BIRTH SSN (LAST FOUR DIGITS ONLY)

COOK, BILLY L
FULL NAME OF DEFENDANT(S)

ADDRESS
27493 OLD SALTWORKS RD
MEADOWVIEW, VA 24361

CITY STATE ZIP

DATE OF BIRTH SSN (LAST FOUR DIGITS ONLY)

This is to certify that a judgment was rendered in this court in favor of:

- PLAINTIFF(S) against DEFENDANT(S)
- DEFENDANT(S) against PLAINTIFF(S)
-

DATE OF JUDGMENT	4/25/2022		
\$ 18,474.36	AMOUNT OF JUDGMENT		
\$	AMOUNT OF JUDGMENT NOT SUBJECT TO ACCRUAL OF INTEREST		
HOMESTEAD EXEMPTION WAIVED <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> CANNOT BE DEMANDED			
\$	ALTERNATE VALUE OF SPECIFIC PROPERTY AWARDED		
INTEREST RATE(S) AND BEGINNING DATE(S) 6% FROM 07062019			
COSTS	ATTORNEY'S FEES	ATTORNEY	
\$ 74.00	\$ 4,618.59	FICKLEY, BRUCE	

OTHER:

I certify the above to be a true abstract of a judgment rendered in this court.

4/29/2022
DATE

Andrew B Fleming
CLERK [] JUDGE