



CURRENT OWNER SEARCH REPORT

Order Number:
79-399917-47

Subject Property:
**1150 23RD STREET
NEWPORT NEWS, VA 23607**

Effective:
04/05/2023

Completed:
04/14/2023

AFX RESEARCH, LLC

A Quarter-Century of Title Document Research Expertise

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

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

CURRENT OWNER SEARCH REPORT

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Order #: 79-399917-47 | Completed: 04/14/2023 | Effective: 04/05/2023

PROPERTY AND OWNERSHIP INFORMATION

Owner's Name(s): CHARLIE & MARY M. WILLIAMS
Street Address: 1150 23RD STREET
City, State Zip Code: NEWPORT NEWS, VA 23607
APN/Parcel/PIN: 307.02-08-17 County: NEWPORT NEWS CITY

DEED CHAIN

Instrument: **DEED**

Date Recorded: 03/02/1995 Book/Page: 1393/596
Dated: 02/15/1995
Grantor(s): WILLIAM M. & CAROLYN P. MOORE, JOSEPH & SENIE T. MOORE, NANNIE M. & WARDELL S. LANGFORD
Grantee(s): CHARLIE & MARY M. WILLIAMS

TAX INFORMATION

Year:	Property Tax Status:	Due Date:	Amount:
2023	DUE		\$698.70
		Land Value:	\$10,900.00
		Building/Improvements:	\$93,300.00
		Total Assessed Value:	\$104,200.00

MORTGAGES AND DEEDS OF TRUST

Instrument: **DEED OF TRUST**

Date Recorded: 08/26/2005 Book/Page: 2057/1
Dated: 08/03/2005 Original Amount: \$40,000.00
Mortgagor(s): MARY M. WILLIAMS AND JOHNNIE A. WILLIAMS
Mortgagee(s): BANK OF AMERICA, NA
Trustee(s): PRLAP, INC.



CURRENT OWNER SEARCH REPORT

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Order #: 79-399917-47 | Completed: 04/14/2023 | Effective: 04/05/2023

JUDGMENTS, UCC, AND LIENS

Instrument 1. STATE TAX LIEN

Date Recorded: 12/03/2003

Instrument: 030091986

Amount: \$605.00

Instrument 2. JUDGMENT

Date Recorded: 12/15/2003

Instrument: 040093673

Amount: \$9,523.92

Plaintiff / Creditor / In Favor Of: STATE FARM

Instrument 3. JUDGMENT

Date Recorded: 09/06/2006

Instrument: 060112314

Amount: \$1,737.77

Plaintiff / Creditor / In Favor Of: VA DIV. OF SUPPORT ENFORCEMENT

Instrument 4. CLAIM OF LIEN (CHILD SUPPORT)

Date Recorded: 04/17/2009

Instrument: 09-2143

Amount: \$11,518.50

Instrument 5. STATE TAX LIEN

Date Recorded: 06/08/2010

Instrument: 100003217

Amount: \$855.00

Instrument 6. JUDGMENT

Date Recorded: 06/08/2010

Instrument: 100003218

Amount: \$2,000.00

Plaintiff / Creditor / In Favor Of: RAYMOND DIXON

Instrument 7. CLAIM OF LIEN (CHILD SUPPORT)

Date Recorded: 12/09/2011

Instrument: 11-7750

Amount: \$5,285.70

Instrument 8. CLAIM OF LIEN (CHILD SUPPORT)

Date Recorded: 09/04/2013

Instrument: 13-5602

Amount: \$8,553.86

Instrument 9. CLAIM OF LIEN (CHILD SUPPORT)

Date Recorded: 01/29/2015

Instrument: 15-588



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JUDGMENTS, UCC, AND LIENS

Amount: \$8,377.06

MISCELLANEOUS INSTRUMENTS

Instrument: **WILL AND LIST OF HEIRS**

Date Filed: 04/27/2018

Instrument: 18-273

Dated: 05/11/2006

1st Party: THE ESTATE OF MARY M. WILLIAMS

2nd Party: MONROE LUTHER WILLIAMS, SR.; MOSES WILLIAMS, SR.; JOHNNIE A. WILLIAMS; LAFAYETTE WILLIAMS; ASPASIA W. JOHNSON; FELIX R. WILLIAMS

SAMPLE



AFX RESEARCH, LLC

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

Ph: (877) 848-5337 Fax: (800) 201-0620

<https://www.afxllc.com>

CURRENT OWNER SEARCH REPORT

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THANK YOU FOR YOUR ORDER

For questions, please contact our office at 1-877-848-5337.

Order Number:
79-399917-47

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

This report was prepared for the intended use of AFX Research, LLC (AFX) and client, exclusively. This report is not a guarantee of title, nor a commitment to insure, nor a policy of title insurance. No warranty, expressed or implied, is made whatsoever in connection with this report. AFX Research, LLC specifically disclaims the making of any such warranties, including without limitation, merchantability or fitness for a particular use or purpose. The information contained in this report is retrieved as it is recorded from the various agencies that make it available. The total liability is limited to the fee paid for this report.



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Owner

Name WILLIAMS MONROE LUTHER SR, WILLIAMS MOSES SR; WILLIAMS JOHNNIE A

Parcel

Property Location 1150 23RD ST
Parcel ID 307020817
Tax Status Taxable
Neighborhood R10SF122 - WARD 3 - BUILT 1900-29 <50' LOTS
Land Area (acreage) .09
Land Use and Zoning Details [Click here for additional details.](#)
[Click here for City of Newport News Assessor's Web Page](#)

Legal Description

Parcel/Lot: 60, PT 59, & PART ALLEY
Block: 023C
Subdivision: WARD 3
Section:
Lot Dimensions: 38X100

Values

Current Land	10,900
Current Improvements	93,300
Current Total Assessment	104,200

The Proposed Assessment represents assessment values which will apply to the upcoming fiscal year (July thru June). The tax rate for the upcoming fiscal year is a proposed value and subject to change, pending City Council action.

Proposed Assessment

Assessment Date	Total Tax	Tax Rate	Land	Improvements	Total Assessment
07/01/2023	\$1,450.80	\$1.20	14,200	106,700	120,900

Values History

Tax Year	Land	Improvements	Total Assessment
2024	14,200	106,700	120,900
2023	10,900	93,300	104,200
2022	7,800	73,900	81,700
2021	6,200	64,300	70,500
2020	6,200	61,200	67,400
2019	6,200	61,200	67,400
2018	6,200	61,200	67,400
2017	6,200	61,200	67,400
2016	8,200	61,200	69,400
2015	10,200	64,400	74,600
2014	10,200	69,300	79,500
2013	15,200	80,800	96,000
2012	15,200	98,800	114,000
2011	15,200	115,100	130,300

Click button below to see expanded Values History

Generate Report

Sales History

Date	Amount	Buyer	Instrument Number
04/27/2018	\$0	WILLIAMS MONROE LUTHER SR	180000273
03/02/1995	\$12,000	WILLIAMS CHARLIE, WILLIAMS MARY M	0013930596
03/01/1995	\$0	LANGFORD NANNIE M; WILLIAM M &	0013930595
07/22/1965	\$10,900	MOORE JOSEPH D UX	0005840303

Primary Building

Stories	2
Style	Two Story, old
Exterior Wall Material	BRICK AND WOOD FRAME
Roof	Composition Shingle
Year Built	1925
Living Area (sq ft)	1,636
Total Rooms	6
Bedrooms	3
Full Baths	1
Half Baths	0
Number of Fireplaces	0
Attic Type	
Basement	CRAWL SPACE
Finished Bsmt (sq ft)	
Heating	CENTRAL HEAT WITH A/C
Heating System	1-Warm Air
Heating Fuel Type	1-Gas

Additions

Addition Area	1st Floor	2nd Floor	3rd Floor	Basement
	108 SQ. FT. OPEN PORCH	NONE	NONE	NONE

The Proposed Assessment represents assessment values which will apply to the upcoming fiscal year (July thru June). The tax rate for the upcoming fiscal year is a proposed value and subject to change, pending City Council action.

Proposed Assessment

Assessment Date	Total Tax	Tax Rate	Land	Improvements	Total Assessment
07/01/2023	\$1,450.80	\$1.20	14,200	106,700	120,900

Assessment History

Assessment Date	Total Tax	Tax Rate	Land	Improvements	Total Assessment
07/01/2023	\$1,450.80	\$1.20	14,200	106,700	120,900
07/01/2022	\$1,250.40	\$1.20	10,900	93,300	104,200
07/01/2021	\$996.74	\$1.22	7,800	73,900	81,700
07/01/2020	\$860.10	\$1.22	6,200	64,300	70,500
07/01/2019	\$822.28	\$1.22	6,200	61,200	67,400
07/01/2018	\$822.28	\$1.22	6,200	61,200	67,400
07/01/2017	\$822.28	\$1.22	6,200	61,200	67,400

07/01/2016	\$822.28	\$1.22	6,200	61,200	67,400
07/01/2015	\$846.68	\$1.22	8,200	61,200	69,400
07/01/2014	\$910.12	\$1.22	10,200	64,400	74,600
07/01/2013	\$969.90	\$1.22	10,200	69,300	79,500
07/01/2012	\$1,056.00	\$1.10	15,200	80,800	96,000
07/01/2011	\$1,254.00	\$1.10	15,200	98,800	114,000
07/01/2010	\$1,433.30	\$1.10	15,200	115,100	130,300

The City of Newport News Treasurer's Office makes every effort to produce and publish the most current and accurate property tax information possible. No warranties, expressed or implied, are provided for the data herein, for its use, or its interpretation. Neither the City of Newport News nor the Treasurer's office assumes any liability associated with use or misuse of this data.

If you believe any data provided is inaccurate, please inform the Treasurer's office by telephone at (757) 926-8731 or by email to the Treasurer by clicking here treasurer@nva.gov.

The tax balances on the online search system are maintained on the City's database. The balances may not reflect adjustments or payments that are in transit. Payment made online may not be reflected in online searches for 6-7 business days.

WARNING: Any parcels that have been divided or combined should be investigated by the purchaser to ensure that all taxes and levies are paid on associated parcels.

The below summary reflects Real Estate Taxes, Stormwater Fees, and Liens recorded in the City Treasurer's records. It does not reflect any liens recorded against the property in the Clerk of Courts records.

Note- City code requires that all Deferred tax years and/or the current fiscal year of Elderly Tax Exemption be reinstated if the property is being sold or there is a change in ownership. Please contact the Real Estate Assessor's Office (757) 926-1926 for further instructions.

Summary of Taxes and Fees Due

Tax Year	Type	Cycle	Due Date	Taxes	Fees	Penalty	Interest	Deferred Taxes	Elderly Tax Exemption	Balance Due
2023	RE	02	06/05/2023	\$625.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$625.20
2023	SW	02	06/05/2023	\$0.00	\$73.50	\$0.00	\$0.00	\$0.00	\$0.00	\$73.50
Total:				\$625.20	\$73.50	\$0.00	\$0.00	\$0.00	\$0.00	\$698.70

Calculate Payoff Amount

Select Future Payoff Date:

Taxes/Fees Paid (Last 5 Years)



Real Estate Taxes/Fees Paid (Last 5 Years)

Account 307020817

Data as of
4/14/2023 4:56:36 AM

Calendar Payment Year	Date Paid	Tax Amount Paid	Stormwater Paid
2018	05/31/2018	\$640.00	\$69.60
	Total	\$640.00	\$69.60
2021	11/30/2021	\$2,915.80	\$493.20
	12/02/2021	\$498.37	\$73.50
	Total	\$3,414.17	\$566.70
2022	06/03/2022	\$192.00	
	06/30/2022		\$36.36
	08/08/2022	\$306.37	\$37.14
	Total	\$498.37	\$73.50
2023	01/31/2023	\$193.40	\$73.50
	02/07/2023	\$404.99	
	03/06/2023	\$26.81	
	Total	\$625.20	\$73.50
Total		\$5,177.74	\$783.30

SAMPLE

DEEDS EXHIBIT

SAMPLE

AMX

RELIABLE PROPERTY RESEARCH

CONSIDERATION: \$12,000.00

STATE TAX \$ 18.00
CITY TAX \$ 6.00

THIS DEED, made this 15th day of February, 1995, by and between WILLIAM M. MOORE and CAROLYN F. MOORE, his Wife, JOSEPH MOORE and SENIE T. MOORE, his Wife, and NANNIE M. LANGFORD and WARDELL S. LANGFORD, her Husband, (heirs of the ELIZA C. MOORE, Deceased), parties of the first part, also known as GRANTORS, and CHARLIE WILLIAMS and MARY M. WILLIAMS, Husband and Wife, parties of the second part, also known as GRANTEES, whose address is 1146 23rd Street, Newport News, Virginia 23607.

W I T N E S S E T H:

That for and in consideration of the sum of TEN DOLLARS (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged at and before the signing, sealing and delivery of this deed, the said parties of the first part do hereby grant and convey, with GENERAL WARRANTY AND ENGLISH COVENANTS OF TITLE, unto the said parties of the second part, as tenants by the entirety with right of survivorship as at common law, the following described property, to-wit:

All those certain lots, pieces or parcels of land known and described as Lot Numbered SIXTY (60) and the easterly thirteen (13) feet of Lot FIFTY-NINE (59), in Block TWENTY-THREE-C (23-C), as shown on that certain plat entitled, "MAP OF THE CITY OF NEWPORT NEWS, VIRGINIA", which said plat is duly of record in the Clerk's Office of the Circuit Court for the City of Newport News, Virginia, in Plat Book 1, at Page 4, to which reference is here made. Together with all right, title and interest in and to the vacated alley to the rear of said lots.

The westerly most twelve (12) feet in said Lot Numbered FIFTY-NINE (59) was heretofore conveyed to Grantees by Deed dated September 15, 1987, and recorded in the aforesaid Clerk's Office in Deed Book 1158, at Page 1178.

The said property conveyed herein being a part of the property conveyed to Joseph D. Moore and Eliza Moore, Husband and Wife, as tenants by the entirety, by Deed of Junious Lee Redcross and Mattie L. Redcross, Husband and Wife, dated June 24, 1965, and recorded on July 22, 1955, in Deed Book 584, at Page 303.

The Grantors herein are the heirs of Eliza Moore who departed this life on December 4, 1994, and who was the widow of Joseph D. Moore who departed this life on March 6, 1986, the said Joseph D. Moore and Eliza Moore having taken title to the property herein conveyed as tenants by the entirety with the right of survivorship.

Together with all and singular the buildings and improvements thereon, the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said land unto the said parties of the second part, as tenants by the entirety with right of survivorship as at common law, subject, however, to any easements, restrictive covenants and conditions of record applicable to and legally binding upon the property hereby conveyed.

WITNESS the following signatures and seals:

William M. Moore (SEAL)
WILLIAM P. MOORE

Carolyn P. Moore (SEAL)
CAROLYN P. MOORE

X Joseph L. Moore (SEAL)
JOSEPH MOORE

X Senie L. Moore (SEAL)
SENIE L. MOORE

Nannie M. Langford (SEAL)
NANNIE M. LANGFORD

Wardell S. Langford (SEAL)
WARDELL S. LANGFORD

STATE OF VIRGINIA
CITY/COUNTY OF Norfolk, to-wit:

The foregoing instrument was acknowledged before me this
24th day of Feb., 1995, by WILLIAM M. MOORE and CAROLYN
L. MOORE,
W. MOORE, his wife.

Russell C. Smith
Notary Public

My commission expires: 7-31-97

STATE OF VIRGINIA
CITY/COUNTY OF Newport News, to-wit:

The foregoing instrument was acknowledged before me this
2nd day of March, 1995, by WILLIAM M. MOORE and CAROLYN
P. MOORE,
MOORE, his wife.

Bonnie G. Spivey
Notary Public

My commission expires: July 31, 1995

STATE OF VIRGINIA
CITY/COUNTY OF Newport News, to-wit:

The foregoing instrument was acknowledged before me this
21st day of February, 1995, by NANNIE M. LANGFORD and
WARDELL S. LANGFORD, her Husband.

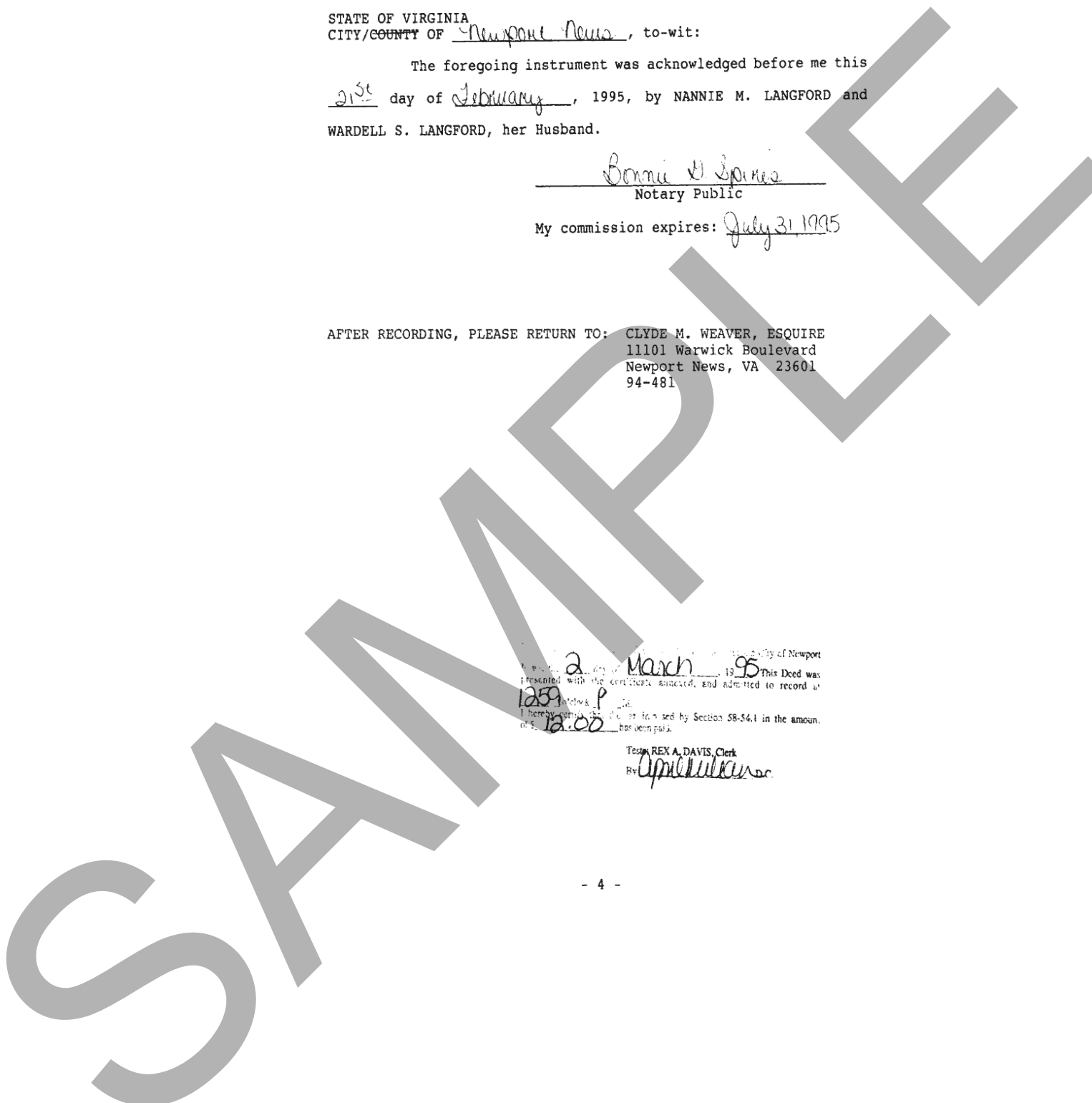
Bonnie H. Spikes
Notary Public

My commission expires: July 31, 1995

AFTER RECORDING, PLEASE RETURN TO: CLYDE M. WEAVER, ESQUIRE
11101 Warwick Boulevard
Newport News, VA 23601
94-481

City of Newport
This Deed was
presented with the certificate attached, and admitted to record at
12:59 P.M.
on 2 March 1995
I hereby certify that the fee provided for by Section 58-54.1 in the amount
of \$ 18.00 has been paid.

Treas. REX A. DAVIS, Clerk
By [Signature]



MORTGAGES / DEEDS OF TRUST EXHIBIT

SAMPLE

RELIABLE PROPERTY RESEARCH

pin # 367020817

WHEN RECORDED MAIL TO:



Williams, Mary M

~~9000 Southside Blvd, Bldg 700
Jacksonville, FL 32256~~

Record and Return To:
Integrated Loan Services
27 Inwood Road
Rocky Hill, CT 06067

FOR RECORDER'S USE ONLY

This Deed of Trust prepared by: BRENDA L CHEEK, Bank of America, N.A.

RCH

DEED OF TRUST

ACH C17
29524633125

THIS IS A CREDIT LINE DEED OF TRUST

Maximum aggregate amount of principal
to be secured hereby at any one time: \$40,000.00

Name and address of Noteholder secured hereby:

133.33
+ 45.00

178.33

Bank of America, N.A.
100 North Tryon Street
Charlotte, NC 28255

THIS DEED OF TRUST is dated August 3, 2005, among MARY M WILLIAMS AND JOHNNIE A WILLIAMS ("Grantor"); Bank of America, N.A., whose address is 100 North Tryon Street, Charlotte, NC 28255 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and PRLAP, INC., a United States-or Virginia-chartered corporation with its principal office in Virginia, whose address is PORTFOLIO ADMIN. 1400 BEST PLAZA DRIVE VA2-410-02-01, RICHMOND, VA 23227-0000 ("Grantee," also referred to below as "Trustee"). **GRANTEE**

CONVEYANCE AND GRANT. For valuable consideration, Grantor conveys, transfers, encumbers and pledges and assigns to Trustee for the benefit of Lender as 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, (the "Real Property") located in CITY OF NEWPORT NEWS, Commonwealth of Virginia:

**DEED OF TRUST
(Continued)**

Loan No: 68991013415499

Page 2

See Exhibit A, which is attached to this Deed of Trust and made a part of this Deed of Trust as if fully set forth herein.

The Real Property or its address is commonly known as 1150 23RD STREET, NEWPORT NEWS, VA 23607-0000.

REVOLVING LINE OF CREDIT. This Deed of Trust secures the Indebtedness including, without limitation, a revolving line of credit, which obligates Lender to make advances to Grantor so long as Grantor complies with all the terms of the Credit Agreement. Such advances may be made, repaid, and remade from time to time, subject to the limitation that the total outstanding balance owing at any one time, not including finance charges on such balance at a fixed or variable rate or sum as provided in the Credit Agreement, any temporary overages, other charges, and any amounts expended or advanced as provided in either the Indebtedness paragraph or this paragraph, shall not exceed the Credit Limit as provided in the Credit Agreement. It is the intention of Grantor and Lender that this Deed of Trust secures the balance outstanding under the Credit Agreement from time to time from zero up to the Credit Limit as provided in this Deed of Trust and any intermediate balance.

FUTURE ADVANCES. In addition to the amounts specified in the Credit Agreement, this Deed of Trust also secures future advances.

Grantor presently, absolutely, and irrevocably assigns to Lender (also known as Beneficiary in this Deed of Trust) 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 to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF EACH OF GRANTOR'S AGREEMENTS AND OBLIGATIONS UNDER THE CREDIT AGREEMENT, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Grantor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Grantor's obligations under the Credit Agreement, this Deed of Trust, and the Related Documents.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) acting as Lender's agent, collect the Rents from the Property.

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

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) 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 Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation,

**DEED OF TRUST
(Continued)**

Loan No: 68991013415499

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manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) 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 Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender 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 Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender 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 interest 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 Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

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 oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

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

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

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, 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 Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, satisfactory to Lender, to protect Lender's interest.

**DEED OF TRUST
(Continued)**

Loan No: 68991013415499

Page 4

Duty to Protect. Grantor agrees neither to abandon or 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 use of the Property are necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. 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. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or 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 in the Real Property; 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 an interest in the Real Property. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Virginia law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

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 Lender 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.

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 Lender'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 Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender 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 Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

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

Notice of Construction. Grantor shall notify Lender 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 Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part

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of this Deed of Trust.

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 Lender, together with such other hazard and liability insurance as Lender may require. Policies shall be written in form, amounts, coverages and basis acceptable to Lender and issued by a company or companies acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least thirty (30) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be 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 Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds \$10,000.00. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's 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 Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender 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 Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender 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 Lender holds any proceeds after payment in full of the indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

LENDER'S EXPENDITURES. If Grantor fails (A) to keep the Property free of all taxes, liens, security interests, encumbrances, and other claims, (B) to provide any required insurance on the Property, or (C) to make repairs to the Property then Lender may do so. If any action or proceeding is commenced that would materially affect Lender's interests in the Property, then Lender on Grantor's behalf may, but is not required to, take any action that Lender believes to be appropriate to protect Lender's interests. All expenses incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Credit Agreement from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Credit Agreement and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Credit Agreement; or (C) be treated as a

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balloon payment which will be due and payable at the Credit Agreement's maturity. The 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 Lender may be entitled on account of any default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Deed of Trust:

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, Lender 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 Lender.

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 Lender under this Deed of Trust, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

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.

Survival of Promises. All promises, agreements, and statements Grantor has made in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature and shall remain in full force and effect until such time as Grantor's Indebtedness is paid in full.

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

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender 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 Lender 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 Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

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, Lender 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 Lender in connection with the condemnation.

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:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents

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in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender 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.

Taxes. The following shall constitute taxes to which this section applies: (1) 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; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Credit Agreement; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

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, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

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:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Personal Property. In addition to recording this Deed of Trust in the real property records, Lender 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 Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place convenient to Lender and make it available to Lender promptly following Lender's request to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (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 as stated on the first page of this Deed of Trust.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender 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

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may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Credit Agreement, this Deed of Trust, and the Related Documents, and (2) 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 Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender 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 Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Grantor pays all the indebtedness when due, terminates the credit line account, and otherwise performs all the obligations imposed upon Grantor under this Deed of Trust, Lender 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 Lender'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.

EVENTS OF DEFAULT. Grantor will be in default under this Deed of Trust if any of the following happen: (A) Grantor commits fraud or makes a material misrepresentation at any time in connection with the Credit Agreement. This can include, for example, a false statement about Grantor's income, assets, liabilities, or any other aspects of Grantor's financial condition. (B) Grantor does not meet the repayment terms of the Credit Agreement. (C) Grantor's action or inaction adversely affects the collateral or Lender's rights in the collateral. This can include, for example, failure to maintain required insurance, waste or destructive use of the dwelling, failure to pay taxes, death of all persons liable on the account, transfer of title or sale of the dwelling, creation of a senior lien on the dwelling without Lender's permission, foreclosure by the holder of another lien, or the use of funds or the dwelling for prohibited purposes.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

Election of Remedies. All of Lender's rights and remedies will be cumulative and may be exercised alone or together. An election by Lender to choose any one remedy will not bar Lender from using any other remedy. If Lender decides to spend money or to perform any of Grantor's obligations under this Deed of Trust, after Grantor's failure to do so, that decision by Lender will not affect Lender's right to declare Grantor in default and to exercise Lender's remedies.

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire indebtedness immediately due and payable. This right is in addition to all other rights given to holders of promissory notes under Title 55 of the Code of Virginia.

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 Lender 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 Lender 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 Credit Line Deed of

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Trust. 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 Credit Agreement, and all taxes and assessments due upon the Property at time of sale, and to retain as compensation a reasonable Trustee's commission; (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.

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

Collect Rents. Lender shall have the right, without notice to Grantor 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 Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender 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 Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender 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 the 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. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Credit Agreement or by law.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of 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 the Personal Property may be made in conjunction with any sale of the Real Property.

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

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender'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 Credit Agreement rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses 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, and appraisal fees, title insurance, a reasonable Trustee's commission and reasonable attorney fees incurred by the Trustee in performing its duties under the Deed of Trust, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

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

POWERS AND OBLIGATIONS OF TRUSTEE. The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust:

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 Lender and Grantor: (a) join in preparing and filing a map or plat of the Real Property, including the 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 Lender under this Deed of Trust.

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, Lender, or Trustee shall be a party, unless the action or proceeding is brought by Trustee.

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 Lender will have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

Successor Trustee. Lender, at Lender'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 under this Deed of Trust by an instrument executed and acknowledged by Lender and recorded in the office in the jurisdiction where this Deed of Trust has been recorded. The instrument shall contain, in addition to all other matters required by state law, the names of the

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original Lender, 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 Lender 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.

Power to Act Separately. If more than one Trustee is named in this Deed of Trust, any Trustee may act alone, without the joinder of any other Trustee, to exercise any or all the powers given to the Trustees collectively in this Deed of Trust or by applicable law.

NOTICES. Any notice required to be given under this Deed of Trust, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, if hand delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Any person may change his or her address for notices under this Deed of Trust by giving formal written notice to the other person or persons, specifying that the purpose of the notice is to change the person's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors. It will be Grantor's responsibility to tell the others of the notice from Lender.

NONTITLED SPOUSES AND NON-BORROWER GRANTORS. Any Grantor or Trustor who signs this Deed of Trust, Mortgage or Modification ("Security Instrument") but does not execute the Note or Credit Agreement ("Non-borrower Grantor or Trustor"): (a) is signing only to grant, bargain, sell and convey such Non-borrower Grantor's or Trustor's interest in the Property under the terms of this Security Instrument; (b) is not by signing becoming personally obligated to pay the Note or Credit Agreement; and (c) agrees that without such Non-borrower Grantor's or Trustor's consent, Lender and any other Grantor or Trustor may agree to renew, extend, modify, forbear or make any accommodations with regard to the terms of all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the obligation evidenced by the Note or the Credit Agreement ("Related Document").

Any spouse of a Grantor or Trustor who is not in title to the Property and who signs this Security Instrument: (a) is signing only to grant, bargain, sell and convey any marital and homestead rights of such spouse in the Property; (b) is not by signing becoming personally obligated to pay the Note or Credit Agreement; and (c) agrees that without such spouse's consent, Lender and any other Grantor or Trustor may agree to renew, extend, modify, forbear or make any accommodations with regard to the terms of any Related Document.

Neither of the two foregoing sentences limit the liability of any Non-borrower Grantor or Trustor or signing spouse of a Grantor or Trustor, as applicable, under any guaranty agreement or other agreement by such person, whereby such person becomes liable for the indebtedness in whole or in part; both such sentences apply notwithstanding any language to the contrary in this Security

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Instrument or any of the Related Documents and apply only to the extent permitted by applicable law.

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

Amendments. What is written in this Deed of Trust and in the Related Documents is Grantor's entire agreement with Lender concerning the matters covered by this Deed of Trust. To be effective, any change or amendment to this Deed of Trust must be in writing and must be signed by whoever will be bound or obligated by the change or amendment.

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.

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 Lender in any capacity, without the written consent of Lender.

Governing Law. In addition to applicable federal law, this Deed of Trust will be governed by and interpreted in accordance with federal law and the laws of the Commonwealth of Virginia, except for matters related to the exportation of interest (as defined by federal law) which will be governed by and interpreted in accordance with the laws of the State of North Carolina. However, if there ever is a question about whether any provision of this Deed of Trust is valid or enforceable, the provision that is questioned will be governed by whichever state or federal law would find the provision to be valid and enforceable. The loan transaction which is evidenced by the Credit Agreement and this Deed of Trust has been approved, made, and funded, and all necessary loan documents have been accepted by Lender in the State of North Carolina.

Joint and Several Liability. All obligations of Grantor under this Deed of Trust shall be joint and several, and all references to Grantor shall mean each and every Grantor. This means that each Grantor signing below is responsible for all obligations in this Deed of Trust.

No Waiver by Lender. Grantor understands Lender will not give up any of Lender's rights under this Deed of Trust unless Lender does so in writing. The fact that Lender delays or omits to exercise any right will not mean that Lender has given up that right. If Lender does agree in writing to give up one of Lender's rights, that does not mean Grantor will not have to comply with the other provisions of this Deed of Trust. Grantor also understands that if Lender does consent to a request, that does not mean that Grantor will not have to get Lender's consent again if the situation happens again. Grantor further understands that just because Lender consents to one or more of Grantor's requests, that does not mean Lender will be required to consent to any of Grantor's future requests. Grantor waives presentment, demand for payment, protest, and notice of dishonor.

Severability. If a court finds that any provision of this Deed of Trust is not valid or should not be enforced, that fact by itself will not mean that the rest of this Deed of Trust will not be valid or enforced. Therefore, a court will enforce the rest of the provisions of this Deed of Trust even if a provision of this Deed of Trust may be found to be invalid or unenforceable.

Successors and Assigns. Subject to any 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 Grantor, Lender, without notice to Grantor, may deal with

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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.

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

Waive Jury. All parties to this Deed of Trust hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the Commonwealth of Virginia as to all Indebtedness secured by this Deed of Trust.

DEFINITIONS. The following words shall have the following meanings when used in this Deed of Trust:

Beneficiary. The word "Beneficiary" means Bank of America, N.A., and its successors and assigns.

Borrower. The word "Borrower" means MARY M WILLIAMS and JOHNNIE A WILLIAMS and includes all co-signers and co-makers signing the Credit Agreement.

Credit Agreement. The words "Credit Agreement" mean the credit agreement dated August 3, 2005, with credit limit of \$40,000.00 from Grantor to Lender, together with all modifications of and renewals, replacements, and substitutions for the promissory note or agreement. The maturity date of the Credit Agreement is August 3, 2030. **NOTICE TO GRANTOR: THE CREDIT AGREEMENT CONTAINS A VARIABLE INTEREST RATE.**

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

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation 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 Transportation 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 thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

Grantor. The word "Grantor" means MARY M WILLIAMS and JOHNNIE A WILLIAMS.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

**DEED OF TRUST
(Continued)**

Loan No: 68991013415499

Page 14

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Credit Agreement or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Credit Agreement or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Trustee or Lender to enforce Grantor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust.

Lender. The word "Lender" means Bank of America, N.A., its successors and assigns. The words "successors or assigns" mean any person or company that acquires any interest in the Credit Agreement.

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.

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

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

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

Trustee. The word "Trustee" means PRLAP, INC., whose address is PORTFOLIO ADMIN. 1400 BEST PLAZA DRIVE VA2-410-02-01, RICHMOND, VA 23227-0000 and any substitute or successor trustees. If more than one person is named as trustee, the word "Trustee" means each such person.

Loan No: 68991013415499

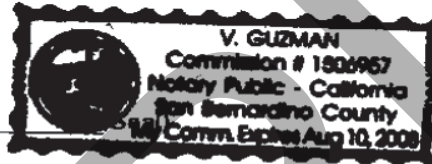
DEED OF TRUST
(Continued)

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.

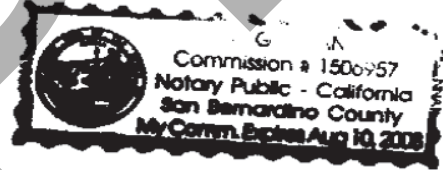
GRANTOR:

x Mary M. Williams
MARY M WILLIAMS



x Johnnie A Williams
JOHNNIE A WILLIAMS

(Seal)



INDIVIDUAL ACKNOWLEDGMENT

STATE OF Virginia

)

) SS

COUNTY OF Newport News

)

On this day before me, the undersigned Notary Public, personally appeared MARY M WILLIAMS and JOHNNIE A WILLIAMS, to me known to be the individuals described in and who executed the Deed of Trust, and acknowledged that they signed the Deed of Trust as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 3rd day of August, 2005.

By Michelle Person Residing at 10504 Warwick Blvd

Notary Public in and for Newport News My commission expires _____

My Commission Expires September 30, 2007

LASER PRO. 4013-13, Ver 1.24 10 102 CCR 10/04/02 Copyright Lexipol, Inc. 1997, 2006. All Rights Reserved. VARIOUS OTHER INFORMATION

JOHN E. MAZUR
SS - VICE PRESIDENT
Bank of America, N.A.
WITHOUT RECOURSE
PAY TO THE ORDER OF

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of San Bernardino } ss.

On August 5, 2005 before me, V. Guzman
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Johnnie A. Williams
Name(s) of Signer(s)

personally known to me
 proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

[Signature]
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Deed of Trust

Document Date: 8/2/05 Number of Pages: 1

Signer(s) Other Than Named Above: —

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited — General
- Attorney-in-Fact — _____
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____



F222F584

SCHEDULE A

THAT CERTAIN PIECE OR PARCEL OF LAND, AND THE BUILDINGS

AND IMPROVEMENTS THEREON, KNOWN AS: 1150 23RD STREET

IN THE TOWN OF: NEWPORT NEWS

COUNTY OF: NEWPORT NEWS

STATE OF: VIRGINIA

BEING MORE PARTICULARLY DESCRIBED IN A DEED RECORDED IN:

BOOK: 1393 PAGE: 596

PROPERTY IDENTIFICATION:

PIN: 307020817 TAX MAP NUMBER: 1/4

PROPERTY DESCRIPTION:

LOT: 60 BLOCK: 23C

VIRGINIA: City of Newport News, to-wit
In the Clerk's office of the Circuit Court for the City of Newport
News, the 26 day of Aug 2005. This
DEED was
presented with the certificate annexed, and admitted to record at
3:09 o'clock P M.

Teste: REX A. DAVIS, Clerk
By [Signature] D.C.

JUDGMENTS, UCC, AND LIENS EXHIBIT

SAMPLE

RELIABLE PROPERTY RESEARCH

JUDGMENT#: 030091986 NEWPORT NEWS CIRCUIT COURT
JUDGMENT / LIEN INDEX SYSTEM

CREDITOR: COMMONWEALTH
CREDITOR:

CASE#: 03051993 ATTY:
DEBTOR: WILLIAMS CHARLIE MCKENZIE
ADDR: CITY: NEWPORT NEWS VA 00000 0000
SS#: XXX XX 2339 ATTY: F MILLER

DEBTOR:
ADDR: CITY:
SS#: ATTY:
TYPE: COURT COSTS AMOUNT: + COSTS: \$ 605.00
WHERE RENDERED: CIRCUIT COURT EH INTEREST DTE: 00000000
JUDGMENT DATE: 12022003 DOCKET DATE: 12032003 TIME: 1600 HOMESTEAD:
IDENTITY FRAUD

EXECUTIONS: NO CREDITS ?: YES \$ 545.86
ARE THERE MORE CREDITORS AND/OR DEBTORS ?: NO

SAMPLE

JUDGMENT#: 060112314 NEWPORT NEWS CIRCUIT COURT
JUDGMENT / LIEN INDEX SYSTEM

CREDITOR: VA COMM OF - DIVISION OF SUPPORT ENFORCEMENT
CREDITOR:

CASE#: 2515852 ATTY:

DEBTOR: WILLIAMS CHARLIE L JR
ADDR: NO ADDRESS CITY:

0000 0000

SS#: XXX XX 6355 ATTY:

DEBTOR:
ADDR: CITY:
SS#: ATTY:

TYPE: SUPPORT LIEN AMOUNT: \$ 1737.77 + COSTS:
WHERE RENDERED: NEWPORT NEWS SUPPORT ENFORCEMENT INTEREST DTE: 00000000
JUDGMENT DATE: 09062006 DOCKET DATE: 09082006 TIME: 0804 HOMESTEAD:
SUPPORT DEBT DUE FROM 7-10-2001 TO 8-7-2006

EXECUTIONS: NO CREDITS ?: NO
ARE THERE MORE CREDITORS AND/OR DEBTORS ?: NO

SAMPLE

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF SOCIAL SERVICES
DIVISION OF CHILD SUPPORT ENFORCEMENT

Lien For Support Debt

District Office:
NEWPORT NEWS DISTRICT OFFICE
DCSE #: 0002368691

NEWPORT NEWS CIRCUIT COURT

LATINA TOOMER-DICKENS
Support Specialist

NEWPORT NEWS, VA

Pursuant to the provision of Chapter 19, Title 63.2, Code of Virginia, notice is hereby given that a support debt has been assessed against the following named debtor in the amount stated, which after notice and demand for payment thereof remains unpaid, and that by virtue of the above-mentioned chapter the amount of said debt, together with debt, penalties, interest, and costs that may accrue in addition thereto, is a lien with priority of a secured creditor in favor of the Department of Social Services, Commonwealth of Virginia, upon all real and personal property and rights to such property belonging to said debtor and attaching on the date of filing to all such property located within the jurisdiction of each circuit court in which clerk's office this notice is filed.

Name of Debtor
MONROE L. WILLIAMS JR

Social Security No.
XXX-XX-8250

Residence
14 GREENWOOD DR
HAMPTON VA 23666 3906

Debt Due
\$11,518.50

Time Period For Debt Due
From 08/19/2001 To 03/31/2009

Any person, corporation, association, political subdivision or department of the State with actual notice of this lien in whose possession there is property subject hereto, shall not pay over, release, sell, transfer, encumber or convey such property, except as to earnings exempted by Section 34-29 of the Code, unless they are in possession of a written release or waiver of this lien or this lien has been ordered released by competent authority. Failure to comply with this provision may result in civil liability for the entire amount of the debt plus costs, interest and reasonable attorney's fees of \$100.

District Office:
NEWPORT NEWS DISTRICT OFFICE
11751 ROCK LANDING DR STE H4
NEWPORT NEWS VA 23606

On: 4/14/09
Sheila L. Platteau
Signature

Authorized Representative

No. _____ Commonwealth of Virginia
Department of Social Services
Division of Child Support Enforcement

VS.

MONROE L. WILLIAMS JR

Lien For Support Debt

Filed this _____ day of _____, _____, at _____ M and proper entry made in _____

Item No. *09-2143*
Sheila L. Platteau
(Clerk or Registrar)

APR 17 AM 8:09
REX A. DAVIS, CLERK
DISTRICT CLERK

SELECTED SEARCH CRITERIA

Jurisdiction: 700 - NEWPORT NEWS CIRCUIT COURT

From Date

To Date

Available: _____

Detail Instrument Inquiry

Instr# 100003217 Rec Date: 6/8/2010

IType: JUDGMENT Total 0 Image(s)

Filing Info: DOJ: 06/04/2010 - FILING 1 OF 1

Description 1: \$855.00 COURT COST 10000352-00 XXX-XX-5377

Defendant
Defendant
Plaintiff

MUHAMMAD, CHINAKA ACHUKO AKA
WILLIAMS, CHARLIE LEE AKA
COMMONWEALTH

SAMPLE

SELECTED SEARCH CRITERIA

Jurisdiction: 700 - NEWPORT NEWS CIRCUIT COURT

From Date

To Date

Available: _____

Detail Instrument Inquiry

Instr# 100003218 Rec Date: 6/8/2010

IType: JUDGMENT Total 0 Image(s)

Filing Info: DOJ: 06/04/2010 - FILING 1 OF 1

Description 1: \$2,000.00 RESTITUTION 10000352-00 XXX-XX-5377

Defendant	MUHAMMAD, CHINAKA ACHUKO AKA
Defendant	WILLIAMS, CHARLIE LEE AKA
Plaintiff	DIXON, RAYMOND

SAMPLE

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF SOCIAL SERVICES
DIVISION OF CHILD SUPPORT ENFORCEMENT

Lien For Support Debt

District Office:
NEWPORT NEWS DISTRICT OFFICE

NEWPORT NEWS CIRCUIT COURT

DCSE #: 0002368691

LATINA TOOMER-DICKENS
Support Specialist

NEWPORT NEWS, VA

Pursuant to the provision of Chapter 19, Title 63.2, Code of Virginia, notice is hereby given that a support debt has been assessed against the following named debtor in the amount stated, which after notice and demand for payment thereof remains unpaid, and that by virtue of the above-mentioned chapter the amount of said debt, together with debt, penalties, interest, and costs that may accrue in addition thereto, is a lien with priority of a secured creditor in favor of the Department of Social Services, Commonwealth of Virginia, upon all real and personal property and rights to such property belonging to said debtor and attaching on the date of filing to all such property located within the jurisdiction of each circuit court in which clerk's office this notice is filed.

Name of Debtor
MONROE L. WILLIAMS JR

Social Security No.
XXX-XX-8250

Residence
14 GREENWOOD DR
HAMPTON VA 23666 3906

Debt Due	Time Period For Debt Due
From	To
\$5,285.70	04/01/2009 12/05/2011

Any person, corporation, association, political subdivision or department of the State with actual notice of this lien in whose possession there is property subject hereto, shall not pay over, release, sell, transfer, encumber or convey such property, except as to earnings exempted by Section 34-29 of the Code, unless they are in possession of a written release or waiver of this lien or this lien has been ordered released by competent authority. Failure to comply with this provision may result in civil liability for the entire amount of the debt plus costs, interest and reasonable attorney's fees of \$100.

District Office:
NEWPORT NEWS DISTRICT OFFICE
11751 ROCK LANDING DR STE H4
NEWPORT NEWS VA 23606

On: 12/07/2011
Sheela Shrestha / dr. Jones
Signature Authorized Representative

No. _____

Commonwealth of Virginia
Department of Social Services
Division of Child Support Enforcement

vs.

MONROE L. WILLIAMS JR

Lien For Support Debt

Filed this _____ day of _____, at _____ M and proper entry

made in _____

Item No. 11-7750

(Clerk or Registrar)

FILED
2011 DEC -9 AM 11:46
NEWPORT NEWS CIRCUIT COURT
REX A. DAVIS, CLERK
DATE: _____
TIME: _____
COURT: _____

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF SOCIAL SERVICES
DIVISION OF CHILD SUPPORT ENFORCEMENT

Lien For Support Debt

District Office:
NEWPORT NEWS DISTRICT OFFICE

NEWPORT NEWS CIRCUIT COURT

DCSE #: 0002368691

TERRI L. WRIGHT
Support Specialist

NEWPORT NEWS, VA

Pursuant to the provision of Chapter 19, Title 63.2, Code of Virginia, notice is hereby given that a support debt has been assessed against the following named debtor in the amount stated, which after notice and demand for payment thereof remains unpaid, and that by virtue of the above-mentioned chapter the amount of said debt, together with debt, penalties, interest, and costs that may accrue in addition thereto, is a lien with priority of a secured creditor in favor of the Department of Social Services, Commonwealth of Virginia, upon all real and personal property and rights to such property belonging to said debtor and attaching on the date of filing to all such property located within the jurisdiction of each circuit court in which clerk's office this notice is filed.

Name of Debtor
MONROE L. WILLIAMS JR

Social Security No.
XXX-XX-8250

Place of Filing

Residence

Debt Due
\$8,553.86

Time Period For Debt Due
From 12/06/2011 To 08/30/2013

Any person, corporation, association, political subdivision or department of the State with actual notice of this lien in whose possession there is property subject hereto, shall not pay over, release, sell, transfer, encumber or convey such property, except as to earnings exempted by Section 34-29 of the Code, unless they are in possession of a written release or waiver of this lien or this lien has been ordered released by competent authority. Failure to comply with this provision may result in civil liability for the entire amount of the debt plus costs, interest and reasonable attorney's fees.

District Office:
NEWPORT NEWS DISTRICT OFFICE
11751 ROCK LANDING DR STE H4
NEWPORT NEWS VA 23606

On: 8/30/2013

Signature

Authorized Representative

No. _____

Commonwealth of Virginia
Department of Social Services
Division of Child Support Enforcement

VS.

MONROE L. WILLIAMS JR

Lien For Support Debt

Filed this _____ day of _____, at _____ M and proper entry

made in

Item No. _____

(Clerk or Registrar)

13-5002

FILED
2013 SEP -4 PM 3:43
Clerk of Circuit Court
City of Newport News, VA
REX A. DAVIS
CLERK

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF SOCIAL SERVICES
DIVISION OF CHILD SUPPORT ENFORCEMENT

Lien For Support Debt

District Office:
NEWPORT NEWS DISTRICT OFFICE

NEWPORT NEWS CIRCUIT COURT

DCSE #: 0002515852

LUCY S. GROGAN
Support Specialist

NEWPORT NEWS, VA

Pursuant to the provision of Chapter 19, Title 63.2, Code of Virginia, notice is hereby given that a support debt has been assessed against the following named debtor in the amount stated, which after notice and demand for payment thereof remains unpaid, and that by virtue of the above-mentioned chapter the amount of said debt, together with debt, penalties, interest, and costs that may accrue in addition thereto, is a lien with priority of a secured creditor in favor of the Department of Social Services, Commonwealth of Virginia, upon all real and personal property and rights to such property belonging to said debtor and attaching on the date of filing to all such property located within the jurisdiction of each circuit court in which clerk's office this notice is filed.

Name of Debtor
CHARLIE L. WILLIAMS JR

Social Security No. Place of Filing
XXX-XX-6355

Residence
NEWPORT NEWS CITY FARM
100 CITY FARM RD
NEWPORT NEWS VA 23602

Debt Due Time Period For Debt Due
From To
\$8,377.06 12/06/2011 01/26/2015

Any person, corporation, association, political subdivision or department of the State with actual notice of this lien in whose possession there is property subject hereto, shall not pay over, release, sell, transfer, encumber or convey such property, except as to earnings exempted by Section 34-29 of the Code, unless they are in possession of a written release or waiver of this lien or this lien has been ordered released by competent authority. Failure to comply with this provision may result in civil liability for the entire amount of the debt plus costs, interest and reasonable attorney's fees.

District Office:
NEWPORT NEWS DISTRICT OFFICE
11751 ROCK LANDING DR STE H4
NEWPORT NEWS VA 23606

On: 1/26/2015

Lucy S. Grogan
Signature

Authorized Representative

No. _____

Commonwealth of Virginia
Department of Social Services
Division of Child Support Enforcement

VS.

CHARLIE L. WILLIAMS JR

Lien For Support Debt

Filed this _____ day of _____, _____, at _____ M and proper entry made in _____

Item No. 15-588

(Clerk or Registrar)

FILED
2015 JAN 29 AM 10:57
RECEIVED
TESTE
DANIELA CLERM
08

MISCELLANEOUS INSTRUMENTS EXHIBIT

SAMPLE

RELIABLE PROPERTY RESEARCH

Last Will and Testament

of

MARY M. WILLIAMS

I, Mary M. Williams, a widow and resident of the City of Newport News, State of Virginia, being of sound and disposing mind and memory, do hereby make, publish and declare this to be my Last Will and Testament, hereby revoking all Wills and Codicils by me at any time heretofore made.

ARTICLE I. I direct that all of my just debts, estate taxes, inheritance taxes, administration, funeral, and burial charges be paid as soon as practicable after my demise. I direct that my body be buried or otherwise disposed of in a manner commensurate with my station in life, and that my grave be suitably marked.

ARTICLE II. In the preparation of this my Last Will and Testament, I have in mind my granddaughter, Keshia T. Turner. I have specifically and intentionally not made any provision, devise or bequest for Keshia T. Turner as she has been well provided for by my deceased son, Charlie Williams, Jr.

ARTICLE III. I give, devise, and bequeath all the rest, residue and remainder of my estate of every kind, nature, and description, both real and personal, whatsoever and wheresoever located or situated, unto my beloved children, Monroe Luther Williams, Sr., Moses Williams, Johnnie A. Williams, Lafayette Williams, Aspasia W. Johnson, and Felix R. Williams, absolutely and in fee simple, in equal shares, *per stirpes*.

M M W

COPY

ARTICLE IV. If, under the foregoing provisions, a minor shall become entitled to any share of my residuary estate, I authorize my Co-Executors to dispose of such minor's share in any one or more of the following ways:

- A. Directly to such beneficiary such amount as it may deem advisable as an allowance;
- B. To the guardian of the person or of the property of such beneficiary;
- C. To a relative of such beneficiary upon the agreement of such relative to expend such income or principal solely for the benefit of the beneficiary;
- D. By expending such income or principal directly for the education, maintenance, or welfare of such beneficiary;
- E. To a custodian as prescribed in the Virginia Uniform Gifts to Minors Act to be held and administered for the benefit of such minor as set forth in said Act, without responsibility upon my Co-Executors to see to the proper application of the share so distributed. The custodian as aforesaid shall be selected by my Co-Executors. The receipt of such custodian shall constitute a full acquittance of my Co-Executors for any assets so paid over and delivered to such custodian;
- F. The foregoing provisions of this Article shall not be construed to postpone the vesting of any share of my estate in such beneficiary, but shall have only the effect of postponing his or her uncontrolled enjoyment thereof until his or her share is to be paid over and delivered to him or her as prescribed in this Article.

ARTICLE V. I hereby nominate and appoint Monroe Luther Williams, Sr. and Aspasia W. Johnson as Co-Executors of this my Last Will and Testament and I direct that they be permitted to qualify without surety on their bond. I further direct that no appraisalment of my estate be required. I hereby incorporate in whole all of the powers enumerated in § 64.1-57 of the Code of Virginia, 1950, as amended, and direct that my Co-Executors exercise said powers

M L W

without restriction, reservation or limitation as the administration of my estate shall require. I also specifically give my Co-Executors the power to sell, lease, or encumber any and all real estate owned by me at the time of my death.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal to this my Last Will and Testament, consisting of this page and 2 other pages, all this 11 day of May, 2006.

Mary M. Williams
Mary M. Williams

The above signature of the Testatrix was made and the foregoing Will was acknowledged to be her Last Will and Testament by the said Testatrix, in the presence of us, three competent witnesses, present at the same time, and we, the said witnesses, do hereunto subscribe the said Will on the date last above written, in the presence of the said Testatrix and of each other, at the request of the said Testatrix, who was then of sound and disposing mind and memory and over the age of eighteen years.

R. E. Lay of 106 Charter Dr. Yorktown VA 23692

D. I. T. ✓ of 10615 Seawood Ct Chesapeake VA 23032

Frederick S. Selden of 112 YORKSHIRE DR YORKTOWN VA 23693

STATE OF VIRGINIA

City of Hampton, to-wit:

Before me, the undersigned authority, on this day personally appeared Mary M. Williams, Robert E. Long, Paul T. Ranney, and Iris L. Selden, known to me to be the Testatrix and the witnesses, respectively, whose names are signed to the attached or foregoing instrument, and all of these persons being by me first duly sworn, Mary M. Williams, the Testatrix, declared to me and to the witnesses in my presence that said instrument is her Last Will and Testament and that she had willingly signed or directed another to sign the same for her, and executed it in the presence of said witnesses as her free and voluntary act for the purposes therein expressed; that said witnesses stated before me that the foregoing Will was acknowledged by the Testatrix as her Last Will and Testament in the presence of said witnesses, who, in her presence and at her request, and in the presence of each other, did subscribe their names thereto as attesting witnesses on the day of the date of said Will, and that the Testatrix, at the time of the execution of said Will, was over the age of eighteen years and of sound and disposing mind and memory.

Mary M. Williams
Testatrix

R. E. Long
Witness

PT
Witness

Iris L. Selden
Witness

Subscribed, sworn, and acknowledged before me by Mary M. Williams, the Testatrix, and by Robert E. Long, Paul T. Ranney, and Iris L. Selden, the witnesses, this 11th day of May, 2006.

My commission expires 2-28-2009.

Kelly J. Allen
Notary Public



g:\wpdocs61\williams-will

SAMPLE

VIRGINIA: IN THE CIRCUIT COURT OF NEWPORT NEWS

COURT FILE NO. 180000273

IN RE: MARY M. WILLIAMS, Deceased

PROBATE OF WILL
NO QUALIFICATION

A paper writing purporting to be the last will and testament of MARY M. WILLIAMS, deceased, was this day presented to the Clerk and offered for probate.

It appearing that the decedent resided in Newport News, Virginia, within the jurisdiction of this Court, and died on April 26, 2017; and the paper writing dated May 11, 2006, consisting of five (5) typewritten pages, having been executed and witnessed as provided by Sec. 64.2-452 or 64.2-453, Code of Virginia, it is ESTABLISHED and ADJUDGED to be the true last will and testament of MARY M. WILLIAMS, deceased, and it is ORDERED to be recorded as such.

The written notice of probate and the affidavit referred to in Sec. 64.2-508, Code of Virginia, were given to the proponent.

GARY S. ANDERSON, Clerk

April 27, 2018

 D.C.

LIST OF HEIRS
COMMONWEALTH OF VIRGINIA VA. CODE § 64.2-509

Court File No. 18-0000 273

Newport News

Circuit Court

Mary M. Williams

04/26/2017

NAME OF DECEDENT

DATE OF DEATH

I/We, the undersigned, hereby state under oath that the following are all of the heirs of the Decedent:

NAMES OF HEIRS	ADDRESSES	RELATIONSHIP	AGE
Monroe Luther Williams, Sr.	1505 Roanoke Ave, Newport News, VA	23607 - Son	Adult
Moses Williams, Sr.	7071 Copenhagen Square, Bethlehem, PA	18017 - Son	Adult
Johnnie A. Williams	17073 Farwell St, Fontana, CA 92336	Son	Adult
Lafayette Williams	236 Summer Hill Circle, Stockbridge, GA	30281 - Son	Adult
Aspasia W. Johnson	95 Jefferys Dr, Newport News, VA 23601	Daughter	Adult
Felix R. Williams	13070 Warm Spring Way, Moreno Valley	CA 92555 - Son	Adult

[] This LIST OF HEIRS is filed in addition to the LIST OF HEIRS previously filed with this Court on _____ DATE

I/we am/are (please check one):

- Proponent(s) of the will (no qualification)
- Personal representative(s) of the decedent's estate
- Heir-at-law of intestate decedent (no qualification within 30 days following death)

Given under my/our hand this 12 day of April, 20 18

Aspasia W. Johnson
 PRINTED NAME OF SUBSCRIBER _____

 PRINTED NAME OF SUBSCRIBER _____

 PRINTED NAME OF SUBSCRIBER _____

 SIGNATURE OF SUBSCRIBER _____

 SIGNATURE OF SUBSCRIBER _____

 SIGNATURE OF SUBSCRIBER _____

State/Commonwealth of Virginia [] City [] County of Hampton to wit:

Subscribed and sworn to before me this 12th day of April, 20 18

by Aspasia W. Johnson NAME(S)



Kelly Allen
 [] CLERK [] DEPUTY CLERK [x] NOTARY PUBLIC
 My commission expires 2/28/2021
 Registration No. 252130

VIRGINIA: In the Clerk's Office of the Newport News Circuit Court this 27th day of April, 20 18
the foregoing LIST OF HEIRS was filed and admitted to record.

Teste: **GARY S. ANDERSON, CLERK**

 CLERK
 by: [Signature], Deputy Clerk