

GPIN: _____

THIS DOCUMENT PREPARED BY:
J. Johnson Eller, Jr., Esquire
P. O. Box 209/712 Main Street
Altavista, VA 24517

THIS DEED OF TRUST, made this ____ day of October, 2009, between _____ and _____, husband and wife, each in their own right and as consorts of the other, Grantors, (hereinafter "Borrowers"), and **J. JOHNSON ELLER, JR.**, Trustee of 712 Main Street, Altavista, Virginia, 24517, Grantee, (hereinafter "Trustee"), and _____, L.L.C., a Virginia limited liability company, (hereinafter "Noteholder").

WITNESSETH:

That for value received, Borrowers do hereby grant and convey unto the Trustee, in trust, with General Warranty of Title, and English Covenants of Title, the following described property, together with all improvements thereon and appurtenances thereunto belonging, to-wit:

SEE SCHEDULE A ATTACHED

IN TRUST NEVERTHELESS, to secure to _____, L.L.C., the repayment of the indebtedness evidenced by a Deed of Trust Note which note, and any extensions thereof, is herein referred to as the Note, made by Borrowers, dated October ____, 2009, in the principal sum of _____ Dollars (\$ _____), with interest thereon payable in eleven (11) consecutive equal monthly installments of principal and interest of \$ _____ each and a final payment which shall be equal to the entire unpaid principal balance hereof and all accrued interest, which amount shall be due and payable October ____, 2010, and to secure to Noteholder the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrowers contained herein and in the Note.

COVENANTS. Borrowers and Noteholder covenant and agree as follows:

1. Payment of Principal and Interest. Borrowers shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note including late and other charges, attorney's fees, as provided in the Note and the principal of and interest on any other amounts secured by this Deed of Trust.

Borrowers initials: _____

2. Forbearance by Noteholder Not a Waiver. No forbearance by Noteholder in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Noteholder shall not be a waiver of Noteholder's right to accelerate the maturity of the indebtedness secured by this Deed of Trust. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

3. Transfer; Assumption. If all or any part of the property herein conveyed or an interest therein is sold or transferred by Borrowers without the Noteholder's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust or (b) a transfer by devise, descent or by operation of law upon the death of a joint tenant, the Noteholder may, at the Noteholder's option, declare all the sums secured by this deed of trust to be immediately due and payable. The Noteholder shall have waived such option to accelerate if, prior to the sale or transfer the Noteholder and the person to whom the property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to the Noteholder and that the interest payable on the sums secured by this deed of trust shall be at such rate as the Noteholder shall request and the Noteholder may, at its option, release Borrowers from their obligation under this deed of trust. If the Noteholder exercises such option to accelerate, the Noteholder shall mail Borrowers notice of acceleration by certified mail return receipt requested to Borrowers' address as stated on the note or such other address as Borrowers may later give to the Noteholder. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrowers may pay the sums declared due. If Borrowers fail to pay such sums prior to the expiration of such period, they shall be in default and the Noteholder may, without further notice or demand on Borrowers, invoke any and all remedies available to it under the terms of the said note, this deed of trust and the law of the State of Virginia.

4. Incorporation of Statutes. Title 55, Chapter 4, Article 2, of the Code of Virginia of 1950, as amended, is hereby made a part hereof as though fully incorporated herein.

Substitution of Trustee permitted.

Subject to all upon default.

Right of anticipation reserved.

Renewals and extensions permitted.

Homestead exemptions waived.

Insurance required: \$ _____.

Advertisement required: Newspaper publication once per week for two successive weeks.

Borrowers Initials: _____

5. Successor and Assigns Bound; Joint and Several Liability. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Noteholder and Borrowers. All covenants and agreements of Borrowers shall be joint and several.

IN WITNESS WHEREOF, Borrowers have executed and sealed this Deed of Trust.

_____(SEAL)
Borrower

_____(SEAL)
Borrower

STATE OF VIRGINIA

CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of October, 2009, by _____ and _____.

Notary Public

My commission expires _____

DEED OF TRUST NOTE

WITH BALLOON PAYMENT

\$ _____, October _____, 2009 _____, Virginia

FOR VALUE RECEIVED, the undersigned (the "Borrower", whether one or more) jointly and severally promise to pay _____, LLC, a Virginia limited liability company (which lender and any subsequent holder of this note is hereinafter referred to as "Noteholder"), the principal sum of _____ Dollars (\$ _____), with interest from October _____, 2009 upon the terms and conditions set forth herein. Principal and interest shall be payable at the offices of Noteholder or such other place as the Noteholder may designate.

UNLESS changed as hereinafter provided, this note shall bear interest at the rate of eight per cent (8%) per annum and shall be payable in eleven (11) consecutive equal monthly installments of principal and interest of \$ _____ each and a final payment which shall be equal to the entire unpaid principal balance hereof and all accrued interest. Installments shall be due on November _____, 2009 and on the same day of each month thereafter to and including October _____, 2010 on which date the entire unpaid principal balance hereof and all accrued interest shall be due and payable.

STATUTORY DISCLOSURE. THIS LOAN IS PAYABLE IN FULL AT THE END OF ONE YEAR. AT MATURITY YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. THE NOTEHOLDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. YOU WILL THEREFORE BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS YOU MAY OWN OR YOU WILL HAVE TO FIND A LENDER WILLING TO LEND YOU THE MONEY AT PREVAILING MARKET RATES WHICH MAY BE CONSIDERABLY HIGHER THAN THE INTEREST RATE ON THIS LOAN.

If default be made in the payment of any installment under this Note, or if default be made in the performance of or compliance with any covenant, warranty or agreement in the Note or the deed of trust securing this Note, or if any borrower or endorser of this Note shall become insolvent or shall default in the payment of any other obligation for borrowed money, or if a case in bankruptcy shall be commenced by or against any one of them, or upon the appointment of a receiver for any one of them the entire principal sum and accrued interest shall at the option of Noteholder become immediately due and payable without notice. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

Borrowers Initials: _____

The Borrowers covenant and agree to pay to Noteholder a late charge of ten per cent (10%) of any monthly installment not received by Noteholder within ten (10) days of the date the installment is due.

The Borrowers may prepay the principal amount outstanding in whole or in part at any time and from time to time without penalty. Any partial prepayment shall be applied against the scheduled installments in the inverse order of their maturity and shall not postpone the due date of any subsequent monthly installment or change the amount of such installment unless such installment results in the payment of the entire unpaid principal balance and all accrued interest.

Each borrower and endorser of this Note waives presentment, demand, protest and notice of dishonor, as well as the benefit of any Homestead or other exemption to which he may now or hereafter be entitled, and agrees to remain bound for the payment hereof notwithstanding any extensions of the due date of any of the installments hereof, in whole or in part, and whether any such extensions be made before, on, or after the maturity hereof or of such installments, even though made without their or any of their consent or without notice to them or any of them and whether made at the request of a person originally obligated hereon (as borrower or endorser) or a person who has assumed this obligation or the then owner of the property conveyed by the deed of trust securing this Note, and notwithstanding that such extensions are for periods in excess of the original term hereof.

The borrowers and endorsers of this Note agree to pay all expenses incurred in collecting the same, including reasonable attorney's fees if this Note be placed in the hands of an attorney for collection or if after default the Noteholder finds it necessary or desirable to secure the services or advice of an attorney with regard to the collection of this note or the preservation or enforcement of its rights under the deed of trust securing this note.

Any notice to the Borrowers provided for in this Note shall be given by mailing such notice addressed to the Borrowers at the address stated below, or to such other address as the Borrowers may designate by written notice to the Noteholder.

This note is secured by a deed of trust of even date herewith on _____ County, Virginia.

Borrower's address:

Borrower (SEAL)

Borrower (SEAL)