

**Prepared By:** Moore & Alphin, PLLC (ckt)

**Return To:** *Futrell Development, LLC, 4020 Wake Forest Road, Suite 102F, Raleigh, NC 27609*

**Description:** *Lots 1, 3, 5-6, 15, 33 & 48, Carriage Farms Subdivision*

**NORTH CAROLINA  
WAKE COUNTY**

**AMENDMENT TO DEED OF TRUST, SECURITY  
AGREEMENT, ASSIGNMENT OF LEASES, &  
FIXTURE FILING (Deed of Trust at Book 16274,  
Page 993 as Modified at Book 17125, Page 906;  
Book 17549, Page 1321; Book 18358, Page 2053 &  
Book 18709, Page 527)**

THIS AMENDMENT TO DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF LEASES, & FIXTURE FILING (this "**Amendment**") is executed May 15, 2025, by **ICG Homes, LLC**, a North Carolina limited liability company, ("**Borrower**"), having its principal office at 4020 Wake Forest Road, Suite 306, Raleigh, NC 27609, to **W. Thurston Debnam, Jr.**, as Trustee ("**Trustee**"), for **Futrell Development, LLC**, a North Carolina limited liability company, 4020 Wake Forest Road, Suite 102F, Raleigh, NC 27609, ("**Lender**"). This instrument is also a **Uniform Commercial Code Financing Statement** and is being filed as a fixture filing under N.C.G.S. Section 25-9-502.

**RECITALS**

Pursuant to that Loan Agreement dated February 24, 2017, Borrower executed a Deed of Trust, Security Agreement, Assignment of Leases & Fixture Filing recorded at Book 16274, Page 993, as modified in Book 17125, Page 906, Wake County Registry (the "**Security Instrument**") in favor of Lender. *(The terms of the Security Instrument are incorporated into this Amendment. Except where expressly provided otherwise in this Amendment, the capitalized terms have the same meaning as those used in the Security Instrument.)* Borrower executes and delivers this Amendment to amend the Security Instrument and further secure the Indebtedness.

**1. AMENDMENT.** On the terms set out in the Security Instrument, Borrower irrevocably grants and assigns to the Trustee, and its successors and assigns, **IN TRUST, WITH POWER OF SALE**, that real estate situated in Wake County, North Carolina, more particularly described in **Exhibit A** attached (the "**Additional Land**"). The Additional Land shall be included in the definition of "**Land**" and the terms "**Improvements**", "**Accessories**", "**Collateral**", "**Real Estate**" and "**Property**" shall also be defined in reference to the Additional Land described in this Amendment and in all other Amendment(s) to Security Instrument executed by Borrower in connection with the Security Instrument. All Loan Documents are amended accordingly. This conveyance is made to secure the payment and performance of the Obligations.

**TO HAVE AND TO HOLD** the Property (together with all privileges and appurtenances belonging thereto) unto Trustee and its successors and assigns, forever, to secure the Indebtedness and other Obligations upon the trusts, terms, and conditions and for the uses and purposes stated in the Security Instrument.

submitted electronically by "Moore & Alphin, PLLC"  
in compliance with North Carolina statutes governing recordable documents  
and the terms of the submitter agreement with the Wake County Register of Deeds.

## 2. BORROWER REPRESENTATIONS.

**2.1.** Borrower renews and affirms the representations made in the Loan Documents and makes the following representations with respect to the Additional Land:

(a) All warranties, representations and certifications made in the Loan Documents (including the ECI Agreement) and all information and materials submitted or caused to be submitted to Lender in connection with the Loan were and remain true and correct in all material respects and there have been no material changes in, or conditions affecting, any of those warranties, representations, certifications, materials, or information prior to this date.

(b) The execution and delivery of this Amendment has been duly authorized or approved by Borrower and, when executed and delivered by Borrower, will, along with the Loan Documents, constitute the valid and binding obligations of the named obligors and be enforceable in accordance with their respective terms. Neither the payment nor performance of the Loan Documents by Borrower is subject to any offsets, claims, or defenses.

(c) With respect to the Real Estate described in **Exhibit A** attached, Borrower warrants that: (i) it has indefeasible fee simple title to that Real Estate subject only to those title exceptions listed in Schedule B-I of the Lender-approved Title Policy insuring Lender's lien on that Real Estate and there are no other liens, claims, or encumbrances against the Real Estate, other than the lien of the Security Instrument and ad valorem taxes which are not yet delinquent; (ii) it has not taken, suffered, or permitted any action which would establish or cause the inception of any mechanic's or materialman's lien, statutory or otherwise, or other lien, charge, or encumbrance upon the Property to be prior or superior to the liens and security interests of the Security Instrument or, if it has, it will provide Lender with satisfactory lien subordinations or waivers as reasonably required by Lender; (iii) it does not know of any actual or threatened taking of the Land or any portion thereof for any public or quasi-public purpose by the exercise of the right of condemnation or eminent domain; (iv) neither the Real Estate nor any existing or proposed uses of the Real Estate by Borrower violate or will violate any applicable zoning, building, environmental protection, or other ordinances, laws, or regulations of any kind or any covenants or restrictions of record; (v) except as reflected on the survey delivered to and approved by Lender, the Real Estate is not located in areas designated by the Federal Emergency Management Agency or any other governmental agency as having special flood hazards; (vi) the Land has rights and access to public streets and roads sufficient to permit the Land to be utilized fully in accordance with its zoning and its proposed and existing uses and all utility services (including public water, sanitary sewer and storm sewer facilities, gas, electric, and telephone facilities) sufficient to permit the Real Estate to be utilized fully in accordance with its zoning and its proposed and existing uses is available at the boundary lines of the Real Estate or will be acquired and developed with a portion of the Loan proceeds; (vii) there are no petitions, actions, or proceedings pending or threatened to revoke, rescind, alter, or declare invalid any laws, ordinances, regulations, permits, certificates, or agreements for or relating to the Real Estate; (viii) it has the exclusive right of possession to the Real Estate, free and clear of occupancy by all persons, whether or not under claim of right or color of title; (ix) it has full power and lawful authority to encumber the Property in the manner contemplated by this Amendment; (x) it will own all fixtures and articles of personal property now or subsequently affixed and/or used in connection with the Real Estate, including any substitutions or replacements thereof, free and clear of liens and claims; (xi) this Security Instrument is and will remain a valid and enforceable first lien on the Property; and (xii) it will forever warrant and defend the validity and priority of the lien of this Amendment against the claims of all persons and parties whomsoever.

**2.2.** Borrower will indemnify and defend Lender against any loss or liability, cost, or expense (including all judgments and attorneys' fees) arising out of or relating to any breach or alleged breach of these representations.


**3. EFFECT OF INSTRUMENT.** Borrower ratifies and confirms the lien and security interests of the Security Instrument on and in any and all property, real, personal, or mixed, tangible or intangible, encumbered by the Security Instrument and grants to Lender the benefit of a lien on and security interest

in all such property. Except as otherwise expressly provided in this Amendment, nothing in this Amendment shall in any way modify, release, impair, or affect the Security Instrument or any of the other Loan Documents. This Amendment does not constitute a novation of the Loan or the Loan Documents, but is intended only to be an amendment and modification of the Security Instrument for the purposes specifically expressed. All terms of the Security Instrument, as amended by this Amendment, shall remain in full force and effect. All exhibits attached to this Amendment are by this reference made a part of this Amendment. This Amendment shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

**IN WITNESS WHEREOF**, the undersigned has signed, sealed, and delivered this Amendment, all as the act of Borrower, as of the date first above written.

**ICG Homes, LLC,**  
a North Carolina limited liability company

(Corporate Seal)

By:   
Name/Title: Ryan D. Perry, Manager

#### WAKE COUNTY, NORTH CAROLINA

The undersigned Notary Public certifies that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: **Ryan D. Perry, Manager.**

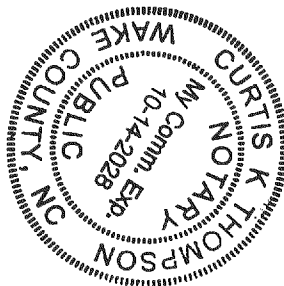
Date:

(Official Seal)

Notary Public

Printed Name:

My commission expires:



**EXHIBIT A  
(LEGAL DESCRIPTION)**

**All of Lots 1, 3, 5, 6, 15, 33 & 48, Carriage Farm Subdivision, as shown on the maps recorded on Book of Maps 2025, Pages 472-475, Wake County Registry, to which reference is hereby made for a more particular description.**