

Prepared by and return to:

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STATE OF NORTH CAROLINA

COUNTY OF WAKE

**AMENDMENT TO FUTURE ADVANCE
CONSTRUCTION DEED OF TRUST,
ASSIGNMENT OF LEASES AND RENTS,
SECURITY AGREEMENT AND FIXTURE FILING**

Collateral is or includes fixtures.

*This instrument secures an obligation incurred
for the construction of an improvement on land.*

*This instrument constitutes a "Fixture Filing"
under Section 25-9-502 of the North Carolina General Statutes.*

*This instrument constitutes a "Construction Mortgage"
under Section 25-9-334(h) of the North Carolina General Statutes.*

*This instrument constitutes a "Collateral Assignment of Leases,
Rents, Issues and Profits" under Section 47-20(b) of the North Carolina General Statutes.*

*This instrument secures "Future Advances" and "Future Obligations"
under Sections 45-67 et seq. of the North Carolina General Statutes*

Grantor's Organizational Identification Number: 0886263

THIS AMENDMENT TO FUTURE ADVANCE CONSTRUCTION DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this "Amendment") is made and entered into as of the 13th day of **May, 2025**, by **GARMAN HOMES, LLC**, a North Carolina limited liability company whose mailing address is 4000 Paramount Parkway Ste. 250, Morrisville, North Carolina 27560 ("Grantor"), and is hereby granted and conveyed with power of sale to **BB&T COLLATERAL SERVICE CORPORATION**, a North Carolina corporation whose mailing address is Post Office Box 1290, Whiteville, North Carolina 28472 ("Trustee") for the benefit of **TRUIST BANK**, a North Carolina banking corporation whose mailing address is Post Office Box 1290, Whiteville, North Carolina 28472-1290 ("Beneficiary").

Submitted electronically by "Kennon Craver, PLLC"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Wake County Register of Deeds.

WITNESSETH:

THAT, WHEREAS, Grantor executed and delivered unto Trustee for the benefit of Lender a certain Amended, Restated, Consolidated, Renamed and Replaced North Carolina Deed of Trust, Security Agreement and Fixture Filing and Future Advance Construction Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated July 23, 2024 and recorded July 25, 2024 in Book 19669, at Page 387 in the Office of the Register of Deeds of Wake County, North Carolina (the "Deed of Trust"), whereby Grantor encumbered certain property as security for the payment, performance and observance by Grantor of the obligations, liabilities, indebtedness, covenants and conditions contained in the Deed of Trust, the Note and all other Loan Documents. Each capitalized term used herein and not otherwise defined herein shall have the meaning attributed thereto in the Deed of Trust.

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby agree that the land and other real property interests located in Wake County, North Carolina and more particularly described on **Exhibit A**, attached hereto and incorporated herein, shall constitute part of the "Real Property" as such term is defined in the Deed of Trust. Accordingly, Grantor does hereby grant, convey, bargain, sell, transfer, assign and set over to Trustee and Trustee's successors and assigns, all of the Real Property, together with (i) all buildings, structures, roads, walkways, parking areas, recreation facilities and other improvements now or hereafter located on the Real Property or on any part or parcel of the Real Property (the "Improvements"); (ii) all tenements, hereditaments, easements and appurtenances belonging to the Real Property or in any way appertaining to the Real Property, now or hereafter belonging to or to be used in connection with the Real Property or on any part or parcel of the Real Property; (iii) the Collateral (as hereinafter defined); (iv) all equipment, machinery, apparatus, fittings, fixtures, furniture, furnishings and personal property of every kind or description whatsoever now or hereafter located on the Real Property or on any part or parcel of the Real Property or in or on any of the Improvements, and used in connection with the operation or maintenance of the Real Property or any of the Improvements, including, without limitation, all plumbing, lighting, ventilating, refrigerating, water-heating, incinerating, air-conditioning and heating, and sprinkling equipment and systems, all screens, awnings and signs, and all accessions and additions to and replacements of the foregoing and all proceeds (direct and remote) of the foregoing; (v) all rights in now existing and hereafter arising easements, rights of way, rights of access, water rights and courses, sewer rights, air rights, development rights and other rights relating to the Real Property or on any part or parcel of the Real Property or any of the Improvements; (vi) all as-extracted property of any type and form including without limitation all gas, oil and mineral rights of every nature and kind, all timber-to-be-cut and all other rights now or hereafter located on the Real Property or under the Real Property or on or under any part or parcel of the Real Property, and all of Grantor's rights to or arising directly or indirectly out of all as-extracted collateral; (vii) all of Grantor's rights as a declarant or developer under any declaration of condominium, homeowners' association declaration, bill of assurances, restrictive covenants, protective covenants, commercial property owner's association or similar organization or association or development documentation now or hereafter in effect with respect to the Real Property; (viii) all authorizations, licenses, permits, contracts, management agreements, franchise agreements, and occupancy and other certificates concerning the ownership, use and operation of the Real Property; (ix) all plans and specifications prepared for construction of the Improvements on the Real Property and all studies, data and drawings related thereto, together with all contracts and agreements of Grantor relating to the aforesaid plans and specifications or to the aforesaid studies, data and drawings, or to the construction of the Improvements on the Real Property; (x) all leases, undertakings to lease, contracts to rent, and other agreements for use, occupancy or possession now or hereafter in force with respect to the Real Property or any part or parcel of the Real Property or any of the Improvements, any and all guaranties of the foregoing, and any and all other leases, occupancy agreements, contracts, licenses, permits and arrangements now or hereafter affecting the Real Property or any part or parcel of the Real Property or any of the Improvements, whether written or oral and whether now or hereafter existing; (xi) all rents, issues, income, revenues and profits now or hereafter accruing from, and all accounts and contract rights now or hereafter arising in connection with, the Real Property or any part or parcel of the Real Property or any of the Improvements, including, without limitation, all rents, issues, income, revenues and profits accruing from, and all accounts and contract rights arising in connection with, the leases, together with all monies and proceeds now or hereafter due or payable with respect thereto or on account thereof, and all security deposits, damage

deposits and other funds paid by any lessee, sublessee, tenant, subtenant, licensee, permittee or other obligee under any leases, subleases, licenses or permits, whether paid in a lump sum or installments; (xii) all building materials, supplies, goods, machinery and equipment delivered to the Real Property and placed on the Real Property for the purpose of being affixed to or installed or incorporated or otherwise used in or on the Real Property or any part or parcel of the Real Property or any of the Improvements, and all accessions and additions to and replacements of the foregoing and all proceeds (direct or remote) of the foregoing; (xiii) all payments, awards, judgments and settlements (including interest thereon) to which Grantor may be or become entitled as a result of the exercise of the right of eminent domain with respect to the Real Property or any part or parcel of the Real Property or any of the Improvements; (xiv) all policies of insurance whether currently in existence or hereafter coming into existence which insure against loss or damage to any property described above, including, without limitation, the Real Property and the Improvements and all proceeds from and payments under such policies; (xv) all franchises, names, tradenames, signs, marks and trademarks under which any business located on the Real Property is operated or known; and (xvi) all substitutions, accessions, additions and replacements to any of the foregoing and all products and proceeds of any of the foregoing, or with respect to the Real Property (collectively, the "Property") with the new definition of "Real Property", as modified herein, including without limitation, the land and other real property interests described on Exhibit A to the original Deed of Trust and the land and other real property interests described on Exhibit A to this Amendment. The Property added to the Deed of Trust by this Amendment is sometimes hereinafter referred to as the "Additional Property".

TO HAVE AND TO HOLD the Property and all parts, rights, members and appurtenances thereof, unto and to the use and benefit of Trustee, in trust, with power of sale, for the benefit of Beneficiary, and under the terms and conditions of the Deed of Trust and to secure payment and performance of the following Indebtedness. The entire Deed of Trust is fully incorporated herein as if fully set forth herein. Except as expressly modified herein, the Deed of Trust shall remain in full force and effect. This Amendment shall be governed by and construed under the laws of the State of North Carolina. Without limiting the generality and breadth of the foregoing, the following additional terms shall apply:

1. Each reference to the Deed of Trust that is made in the Deed of Trust or any of the other Loan Documents executed or to be executed in connection therewith shall hereafter be construed as a reference to the Deed of Trust as amended hereby.

2. Except as specifically amended herein, the Deed of Trust shall remain unchanged and in full force and effect and the lien created thereunder shall remain in full force and effect, as a first and superior lien and encumbrance on the Property. Grantor hereby affirms the Indebtedness and agrees to perform each and every covenant, agreement and obligation thereof, and further agrees to be bound by each and every term and provision of the Loan Documents. The Property shall in all respects be subject to the lien, charge and encumbrance of the Deed of Trust and nothing herein contained or done shall affect the lien, charge, or encumbrance of the Deed of Trust, as modified hereby, or its priority over any other liens, charges, encumbrances, or conveyances.

3. Grantor hereby represents and warrants to Beneficiary that (i) Grantor has the legal power and authority to execute and deliver this Amendment; (ii) the person executing this Amendment on behalf of Grantor has been duly authorized to execute and deliver this Amendment and bind Grantor with respect to the provisions hereof; (iii) the execution and delivery hereof by Grantor and the performance and observance by Grantor of the provisions hereof, do not violate or conflict with the organizational documents of Grantor or any law applicable to Grantor or result in a breach of any provision of or constitute a default under any other agreement, instrument or document binding upon or enforceable against Grantor or the Property; and (iv) this Amendment constitutes the valid and binding obligation of Grantor in every respect, enforceable in accordance with its terms. Grantor additionally represents and warrants that: (a) there are no other liens or claims against the Property, including, without limitation, the Additional Property, other than the first and superior lien of the Deed of Trust, (b) the Deed of Trust is binding upon the Property and Grantor, its successors and assigns, and (c) Beneficiary has heretofore fully performed its obligations under the Note, the Deed of Trust and the other Loan Documents.

4. It is intended by the parties hereto that this instrument is solely an amendment to the existing Deed of Trust and shall not constitute a novation of the Indebtedness in any manner. Additionally, this Amendment shall in no way adversely affect or impair the lien priority of the Deed of Trust and all sums advanced in connection herewith shall have the same priority as the sums originally advanced under the Deed of Trust.

5. Grantor hereby reaffirms unto Beneficiary all of its indemnities in favor of Beneficiary set forth in the Deed of Trust and the other Loan Documents. All of the terms, warranties, indemnities, obligations, covenants, conditions, and representations of the Deed of Trust and other Loan Documents shall apply to the Additional Property as though such Additional Property was included in the original description of the "Property" as set forth in the Deed of Trust.

6. This Amendment shall bind and inure to the benefit of the parties hereto, and their successors and assigns. The relationship between Grantor and Beneficiary is that of debtor and creditor. Nothing contained in this Amendment will be deemed to create a partnership or joint venture between Beneficiary and Grantor or between Beneficiary and any other party, or to cause Beneficiary to be liable or responsible in any way for the actions, liabilities, debts or obligations of Grantor or any other party. This Amendment shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of North Carolina without regard to the principles of conflicts of laws thereof. All claims, disputes and other matters in question arising out of or relating this Amendment, or the breach thereof, will be decided by proceedings instituted and litigated in a court of competent jurisdiction sitting in North Carolina. If any clause or provisions of this Amendment is determined to be illegal, invalid or unenforceable under any present or future law by the final judgment of a court of competent jurisdiction, the remainder of this Amendment will not be affected thereby. It is the intention of the parties that if any such provision is held to be illegal, invalid or unenforceable, there will be added in lieu thereof, a provision as similar in terms to such provision as is possible and be legal, valid and enforceable. Grantor and Beneficiary agree to execute and deliver, or to cause to be executed and delivered, such documents and to do, or cause to be done, such other acts and things as might reasonably be requested by any party to this Amendment to assure that the benefits of this Amendment are realized by the parties.

7. This Amendment may be executed in any number of counterparts and by the different parties hereto on separate counterparts each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute but one and the same instrument.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor has executed and given under the seal of all parties hereto this Amendment on the date of its acknowledgment below and effective as of the date first written above, and it is intended that this Amendment is and shall constitute and have the effect of a sealed instrument according to law.

GARMAN HOMES, LLC,
a North Carolina limited liability company [SEAL]

By:  (SEAL)
James H. Garman, Manager

STATE OF NORTH CAROLINA

COUNTY OF DURHAM

I, William A. Anderson, III, a Notary Public do hereby certify that JAMES H. GARMAN personally came before me this day and acknowledged that he is a Manager of **GARMAN HOMES, LLC**, a North Carolina limited liability company, Grantor, and that he, in such representative capacity, voluntarily signed this Amendment for the purposes stated therein.

WITNESS my hand and official stamp or notarial seal, this 13th day of May, 2025.

[Notary Seal]



Notary Public

William A. Anderson, III
Notary's Typed or Printed Name

My commission expires: 02/13/2029

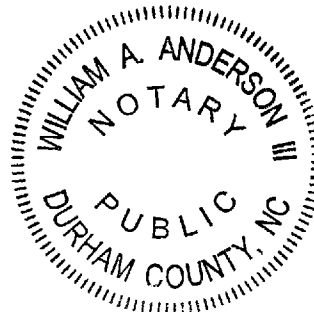


Exhibit A

BEING all of Lots 272 through 280, inclusive, of Allen Park, Phase 1 as shown on map recorded in Book of Maps 2024, Pages 790-793, Wake County Registry.