

Prepared by and Return To:  
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PO Drawer 33809  
Raleigh, NC 27636

STATE OF NORTH CAROLINA

COUNTY OF DURHAM

**MODIFICATION OF DEED  
OF TRUST**

THIS MODIFICATION OF DEED OF TRUST (hereinafter referred to as the "Modification") is made and entered into this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between NRP ALSTON VILLAGE, LLC, a North Carolina limited liability company (hereinafter referred to as the "Borrower"), THE TITLE COMPANY OF NORTH CAROLINA, INC., Trustee (hereinafter referred to as the "Trustee") and COUNTY OF DURHAM, NORTH CAROLINA (hereinafter referred to as the "Lender").

WITNESSETH

**WHEREAS**, Borrower is indebted to Lender for a loan in the original principal amount of \$21,500,000.00 (hereinafter referred to as the "Loan") as evidenced by that certain Multifamily Note dated September 1, 2004 (hereinafter referred to as the "Note") executed by Borrower payable to Lender; and

**WHEREAS**, when originally made, the Loan evidenced by the Note was purportedly secured by certain property (hereinafter referred to as the "Original Collateral") more particularly described in that certain Deed of Trust granted unto the Trustee for the benefit of the Lender, which Deed of Trust is recorded in Book 4549, Page 276, in the Office of the Durham County Register of Deeds (hereinafter referred to as the "Deed of Trust"); and

**WHEREAS**, subsequent to the execution and recordation of the Deed of Trust, Borrower became aware of certain alleged defects in title to a portion of the Original Collateral; and



**WHEREAS**, to remove any defect as to the status of title to the property securing the Loan, a 5 sheet Recombination Plat was recorded in Plat Cabinet 194, Pages 361, 362, 363, 364 and 365 in the Office of the Durham County Register of Deeds (hereinafter referred to as the "Recombination Plat") together with a series of deeds, easements and other documents recorded in Book 8350, Page 485; Book \_\_\_\_\_, Page \_\_\_\_\_; Book \_\_\_\_\_, Page \_\_\_\_\_; Book \_\_\_\_\_, Page \_\_\_\_\_; Book \_\_\_\_\_, Page \_\_\_\_\_ and Book \_\_\_\_\_, Page \_\_\_\_\_ all in the Office of the Durham County Registry (hereinafter collectively referred to as the "Title Documents") [the Recombination Plat and Title Documents being hereinafter collectively referred to as the "Curative Documents"]; and

**WHEREAS**, the Recombination Plat depicts, *inter alia*, the intended boundary lines for Lot 2 which are depicted thereon (hereinafter referred to as "Lot 2") which is owned by Borrower and the intended boundary lines for Lot 3 (hereinafter referred to as "Lot 3") which are depicted thereon and which is owned by Laila A. Moustafa (hereinafter referred to as "Moustafa"); and

**WHEREAS**, as a result of the recordation of the Curative Documents, Borrower is the owner of the following property:

BEING all of Lot 2 containing approximately 46.061 acres, more or less, as same is shown and more particularly described on that certain 5 sheet series of plats entitled "Final Plat Recombination and Easement Dedication Falls Pointe at the Park" dated May 15, 2012, prepared by WSP-Sells and identified by Job No. 11-7011 and recorded in Plat Book 194, Pages 361, 362, 363, 364, and 365 in the Office of the Durham County Register of Deeds.

TOGETHER WITH all of Borrower's rights, title and interest in and to that certain Permanent Easement recorded in Book \_\_\_\_\_, Page \_\_\_\_\_ in the Office of the Durham County Register of Deeds (hereinafter referred to as the "New Collateral") and

**WHEREAS**, as a result of the recordation of the Curative Documents, Moustafa is the owner of the following property:

BEING all of Lot 3 containing approximately 2.292 acres, more or less, as same is shown and more particularly described on that certain 5 sheet series of plats entitled "Final Plat Recombination and Easement Dedication Falls Pointe at the Park" dated May 15, 2012, prepared by WSP-Sells and identified by Job No. 11-7011 and recorded in Plat Book 194, Pages 361, 362, 363, 364 and 365 in the Office of the Durham County Register of Deeds (hereinafter referred to as "Lot 3"); and



**WHEREAS**, Borrower, Lender and Trustee desire to enter into this Modification of Deed of Trust to conform the legal description of the real property intended to be encumbered thereby to be that of the New Collateral and only the New Collateral.

**NOW THEREFORE** in consideration of the covenants herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Borrower, Trustee and Lender do hereby agree to be bound as follows:

1. That the Original Collateral as same was originally described in the Deed of Trust shall be and the same is hereby released and the New Collateral shall be and it is hereby substituted into the Deed of Trust in lieu and replacement thereof as security for the Loan evidenced by the Note;

2. That accordingly, neither the Lender nor the Trustee assert any claim to or lien upon any portion of Lot 3 owned by Moustafa;

3. That accordingly, the Borrower does hereby bargain, grant, sell and convey unto the Trustee, a security interest in and lien upon the New Collateral as security for the Loan evidenced by the Note upon the same express provisions, terms and conditions as are set forth and contained in the Deed of Trust as hereby modified;

4. That, except as herein modified, the Deed of Trust and each and every term and provision thereof is hereby ratified and reaffirmed in all respects including without limitation the power of sale contained therein;

5. That this Modification shall inure to the benefit of the parties hereto, their respective heirs, successors, personal representatives and assigns as the case may be and shall be governed by and construed in accordance with the laws of the State of North Carolina; and

6. That except as herein modified, ratified and reaffirmed, the Deed of Trust shall be and remain unaltered, unchanged, and in full force and effect.

This the day hereinabove first written.

[Signatures and notary acknowledgements follow on next three pages]



BORROWER:  
NRP ALSTON VILLAGE, LLC

By: NRP Alston Management, LLC  
Managing Member of NRP Alston Village, LLC

By: \_\_\_\_\_, Manager  
J. David Heller

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public of \_\_\_\_\_ County and  
State of \_\_\_\_\_, certify that J. David Heller, Manager of NRP Alston  
Management, LLC, the Managing Member of NRP Alston Village, LLC personally came before  
me this day and acknowledged the due execution of the foregoing instrument for the purposes  
therein expressed. Witness my hand and official stamp or seal, this \_\_\_\_\_ day of  
\_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Print Name

My Commission Expires: \_\_\_\_\_



LENDER:  
The County of Durham, North Carolina

ATTEST:

By: \_\_\_\_\_,  
\_\_\_\_\_, Title

By: \_\_\_\_\_,  
\_\_\_\_\_, Title

STATE OF NORTH CAROLINA, COUNTY OF DURHAM

I, \_\_\_\_\_, a Notary Public of the State of \_\_\_\_\_ and  
County of \_\_\_\_\_, certify that \_\_\_\_\_ personally came  
before me this day and acknowledged that (s)he is the \_\_\_\_\_ to the  
\_\_\_\_\_ of the County of Durham, North Carolina, and that by  
authority duly given and as the act of the County, the foregoing instrument was signed in its  
name by its \_\_\_\_\_, sealed with its seal and attested by him/her as its  
\_\_\_\_\_. Witness my hand and official stamp or seal this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Type/Print Notary Name

My Commission Expires: \_\_\_\_\_



Signature  
pages for  
Modification

TRUSTEE:  
THE TITLE COMPANY OF NORTH CAROLINA, INC.

By: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_ a Notary Public of the County and State aforesaid,  
certify that \_\_\_\_\_ personally appeared before me this day and  
acknowledged that (s)he is \_\_\_\_\_ of THE TITLE COMPANY OF NORTH  
CAROLINA, INC., a North Carolina corporation, and that by authority duly given and as the act  
of the corporation, (s)he signed the foregoing instrument in its name on its behalf as its act and  
deed.

Witness my hand and official stamp or seal this the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Type/Print Notary Name  
My Commission Expires: \_\_\_\_\_