

Grantor covenants, warrants and agrees as follows:

1. **Protection of Property.** Grantor will, so long as the Secured Debt, or any part thereof, remains unpaid: (a) pay as and when due and payable all taxes, assessments and other governmental charges and fees against the Property, and will furnish annually to Lender receipts showing payment; (b) keep the building and improvements and all other insurable property covered by this deed of trust constantly insured against loss or damage by fire and such other casualties, contingencies and hazards as Lender may require, as more particularly provided in paragraph 2 below; (c) keep the Property in good condition and repair and not abandon it or commit or allow waste, or permit any improvement to be removed, destroyed, demolished or structurally altered in whole or in part, and comply, and cause all occupants to comply, with all laws, ordinances, rules and regulations relating to the use or maintenance of the Property and with the requirements of any governmental agency; (d) permit Lender and its agents to enter and inspect the Property; and (e) reimburse Lender, upon demand, for all costs and expenses it may incur or expend in any proceeding that concerns the Property, including without limitation any eminent domain, lien validity, lien priority or foreclosure proceeding.

2. **Hazard or Property Insurance.**

(a) Grantor shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Grantor subject to Lender's approval which shall not be unreasonably withheld. If Grantor fails to maintain coverage describe above, Lender may, at Lender's option, obtain coverage to protect Lender's interest in the Property.

(b) All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Grantor shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Grantor shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Grantor.

(c) Unless Lender and Grantor otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if restoration or repair is economically feasible and the value of Lender's security is not reduced. If restoration or repair is not economically feasible or Lender's security would be lessened, proceeds shall be applied to the Secured Debt, whether or not then due, with any excess paid to Grantor. If Grantor abandons the Property, or does not respond to a notice from Lender that the insurance carrier has offered to settle a claim within 30 days after such notice is given, Lender may collect and apply the insurance proceeds either to repair or restore the Property or to the Secured Debt, whether or not then due.

(d) Unless Lender and Grantor otherwise agree in writing, any application of proceeds to the Secured Debt shall not postpone the due date of the monthly payments on the Note or under paragraph 3 or change the amount of such payments. If the Property is acquired by Lender by foreclosure or deed in lieu of foreclosure, Grantor's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the amount of the Secured Debt immediately prior to the acquisition.

3. **Escrows for Taxes and Insurance.**

(a) Subject to applicable law or written waiver by Lender, Grantor shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (i) yearly taxes and assessments which may attain priority

over this deed of trust as a lien on the Property; (ii) yearly leasehold payments or ground rents on the Property, if any; (iii) yearly hazard or property insurance premiums; (iv) yearly flood insurance premiums, if any; (v) yearly mortgage insurance premiums, if any; and (vi) any sums payable by Grantor to Lender, in accordance with the provisions of paragraph 4, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Grantor's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 *et seq.* ("RESPA"), or such lesser amount as may be permitted under any more restrictive law that applies. Lender may estimate the amount of Funds due on the basis of current date and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

(b) The Funds shall be held in an institution whose deposits are insured by the FDIC or other federal agency (including Lender, if Lender is such an institution). Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Grantor for holding and applying the Funds, annually analyzing the escrow account or verifying the Escrow Items, unless Lender pays Grantor interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Grantor to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with the loan evidenced by the Note, unless applicable law provides otherwise. Unless otherwise agreed or applicable law requires interest to be paid, Lender shall not be required to pay Grantor any interest on earnings on the Funds. Grantor and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Grantor, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are hereby pledged as additional security for the Secured Debt.

(c) If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Grantor for the excess Funds in accordance with applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Grantor in writing, and, in such case Grantor shall pay to Lender the amount of such deficiency. Grantor shall make up the deficiency in no more than 12 monthly payments, at Lender's sole discretion.

(d) Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Grantor any Funds held by Lender. If, under paragraph 8, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the Secured Debt.

4. **Mortgage Insurance.** If Lender requires mortgage insurance as a condition of making the loan secured by this deed of trust, Grantor shall pay the premiums required to maintain the mortgage insurance in effect, and if such coverage lapses or ceases to be in effect for any reason, Grantor shall pay the premiums required to obtain substantially the same coverage at a substantially equivalent cost to Grantor, from a mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Grantor shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium that Grantor was paying when the insurance coverage lapsed or ceased to be in effect, which Lender will hold as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) is obtained. Grantor shall either pay such mortgage insurance premiums or provide such loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Grantor and Lender or applicable law.

5. **Advances to Perform Covenants.** If Grantor fails to make any payment required in this deed of trust or to perform any of its covenants and agreements in this deed of trust, Lender may (but is not obligated to), without notice to or demand upon Grantor or any other person, make any such payment, take any such action or do any such thing as, in the exercise of Lender's discretion, is necessary to protect the lien and collateral value hereof, and Grantor hereby promises to pay to Lender, upon demand, all sums paid for any of the purposes set out in this paragraph 5, together with interest thereon at the rate per annum which is applicable to the Note (the "Note Rate"), which amounts shall become part of the Secured Debt, all without waiver of any right arising from any such breach or default.

6. **Hazardous Materials.**

(a) In this deed of trust (i) "hazardous materials" means petroleum products, flammable explosives, radioactive materials, asbestos or any material containing asbestos, polychlorinated biphenyls or any hazardous, toxic or dangerous waste, substance or material defined as such or defined as a hazardous substance or other similar term by, in or for the purposes of any environmental laws, and (ii) "environmental laws" means any "superfund" or "superlien" law or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree, regulating, relating to or imposing liability or standards of conduct concerning any hazardous materials as may now or at any time hereafter be in effect.

(b) Grantor and the Property are in compliance with all environmental laws.

(c) Grantor shall provide Lender, at the expense of Grantor, with such reports of inspection or audits of the Property as Lender may request, prepared by qualified consultants acceptable to Lender, certifying as to the presence or absence of hazardous materials on the Property, and Grantor shall permit Lender, its agents and employees, to inspect or audit the Property, and for such purpose to enter upon the Property and to conduct all such tests as Lender determines to be necessary.

(d) Grantor shall not place or allow on the Property any hazardous materials. If Lender determines that hazardous materials may be located on the Property, which under environmental laws require special handling in collection, storage, treatment or disposal, Grantor shall take at its sole expense such actions as may be necessary to comply with all applicable environmental laws. Lender has no obligation, however, to Grantor or any third person to inspect or assess conditions on the Property and has no authority to control hazardous materials handling practices on the Property.

(e) Grantor shall indemnify and hold Lender harmless from and against all loss, damage and expense that Lender may incur as the result of or in connection with the assertion against Lender of any claim directly or indirectly, related to the presence or removal of any hazardous materials whether prior to, during or after the term of the indebtedness secured by this deed of trust, and whether such activity was carried on by Grantor or any other person. Grantor shall promptly notify Lender in writing of any order or pending or threatened action by any governmental body, or any claims made by any third party relating to environmental laws or hazardous materials on or emanations from the Property and shall promptly furnish Lender with copies of any correspondence or legal pleadings in connection therewith. Lender shall have the right, but absolutely no duty, to take any action it deems necessary or desirable, including without limitation appearing in or defending any such claims or actions, all at the cost of Grantor.

7. **Events of Default.** The occurrence of any of the following events shall constitute an event of default hereunder (hereinafter called an "Event of Default"), upon the occurrence of which the Secured Debt shall at the option of Lender, upon the

expiration of any grace period allowed in the Note and subject to the right of Grantor to cure such default under West Virginia law, become due and payable without further notice to or demand on Grantor, or any other person: (a) if default is made in the payment as and when due of any installment or other payment required in the Note, or of any sum due under the provisions of this deed of trust; (b) if there is a breach of or default in the performance of any covenant, condition, agreement, warranty or provisions contained in this deed of trust; (c) if Grantor becomes insolvent or makes an assignment for the benefit of creditors, or if any petition for bankruptcy or arrangement pursuant to the Federal Bankruptcy Code, or any similar federal or state law, is filed by or against Grantor; (d) if any representation or warranty made to Lender by Grantor herein or to induce Lender to extend credit is incorrect or untrue; (e) if there now or hereafter exists upon the Property, any claim or encumbrance other than the Prior Liens or real estate taxes assessed but not yet due and payable which might be superior to the lien of this deed of trust; (f) if the Property or any part thereof or interest therein is conveyed or transferred; or (g) if Grantor does or allows to be done any act or thing which would materially impair the security for the Secured Debt.

8. **Lender's Remedies.** If any Event of Default occurs and is continuing, any one or more of the following rights and remedies shall exist, any two or more of which may be exercised concurrently (subject in all cases to the right of Grantor to cure any Event of Default under West Virginia law):

(a) Lender may or may cause Trustees to enter on the Property, either in person or by agent, and take possession and charge of the Property, collect rents, issues or profits from the Property or have a receiver appointed for such purposes.

(b) Lender may as its option accelerate and declare the Secured Debt to be immediately due and payable and thereupon collect the Secured Debt by proper action, foreclosure of this deed of trust, or any other legal or equitable proceeding.

(c) After the Secured Debt has been accelerated, Trustees, upon the written request of Lender, shall foreclose upon and sell the Property for cash in hand on day of sale to satisfy the Secured Debt in accordance with applicable provisions of West Virginia law. From the proceeds of such sale Trustees shall pay, first the costs and expenses of executing this trust, but Trustees shall be entitled to no commission; second, to Lender all sums paid for taxes, insurance, repairs and all other costs and expenses incurred or paid under the provisions of this deed of trust, together with interest thereon at the Note Rate, from the date of payment; third, to Lender the full amount due and unpaid on the Secured Debt; and fourth, the balance, if any, to Grantor, upon delivery of and surrender to the purchasers of possession of the Property less the expense, if any, of obtaining such possession. If foreclosure proceedings are instituted but not completed, Trustees shall be reimbursed for all costs and expenses incurred by them in commencing such proceedings. Any sale may be adjourned from time to time by oral proclamation by Trustees. Lender and Trustees shall also have all rights and remedies of a secured party under the Uniform Commercial Code of West Virginia, as to any applicable portions of the Property.

9. **Notices.** A copy of any notice of foreclosure sale and any other notices hereunder shall be served on Grantor by certified mail, return receipt requested at Grantor's address at the top of this deed of trust, or at such other address as may be given to Lender in writing by Grantor subsequent to the execution and delivery of this deed of trust.

10. **Authority of Trustees; Substitution of Trustees.**

(a) Either Trustee may act in the execution of this trust; the authority and power of any Trustee so acting shall be as full and complete as if the powers and authority granted to Trustees herein jointly had been granted to such Trustee alone; and either Trustee may act by agent or attorney. It is not necessary for either Trustee to be personally present at any foreclosure sale.

(b) Lender may from time to time, for any reason or for no reason, substitute another Trustee or Trustees, corporations or persons, in place of any Trustee herein named. Upon each such appointment, the substituted Trustee or Trustees shall be vested with all the rights, titles, interests, powers, duties and trusts conferred upon the Trustees herein named. Each appointment and substitution shall be evidenced by an instrument in writing, executed and acknowledged by Lender, which when recorded in the office of the Clerk of the County Commission of the County where the Property is located, shall be conclusive proof of the proper substitution and appointment and notice to all parties in interest.

11. Non-Waiver. No failure of Lender or Trustees to exercise any right or remedy constitutes a waiver of any right or privilege herein given to them, and a waiver by Lender or Trustees of the right to exercise any option as to any breach or default does not constitute a waiver of the same option, or any other option herein contained, as to another or any continuing or subsequent breach or default.

12. Applicable Law. This deed of trust is governed by West Virginia law. If any provision of this deed of trust or of the Note conflicts with applicable law or regulation, such provision is amended to conform with such law.

13. Successor and Assigns. All covenants, agreements, representations and warranties are made and given each by Grantor jointly and severally and extend to and bind its heirs, devisees, personal representatives, successors and assigns, and inure to the benefit of Lender and Trustees, their successors and assigns.

WITNESS the following signatures:

STATE OF WEST VIRGINIA,
COUNTY OF _____, To-Wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 2____, by _____ and _____.

My commission expires _____.

Notary Public

This deed of trust was prepared by Samme L. Gee, Attorney at Law, 1600 Laidley Tower, P.O. Box 553, Charleston, WV 25322.