

COPY

RECORDATION REQUESTED BY:
Peoples Community Bank, PO Box 306, Montross, VA 22520

WHEN RECORDED MAIL TO:
Peoples Community Bank, PO Box 306, Montross, VA 22520

Tax Map Reference No(s): 023A 4 155 -2 & 023A 4 155 1A

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DEED OF TRUST

THIS IS A CREDIT LINE DEED OF TRUST

Maximum aggregate amount of principal
to be secured hereby at any one time: \$450,000.00

Name and address of Noteholder secured hereby:
Peoples Community Bank
175 Kings Highway
Fredericksburg, VA 22405

THIS DEED OF TRUST is dated August 14, 2017, among POPLAR HALL FARMVILLE, LLC, A VIRGINIA LIMITED LIABILITY COMPANY, whose address is 308 NORTH MAIN STREET, FARMVILLE, VA 23901 ("Grantor"); Peoples Community Bank, whose address is Stafford, 175 Kings Highway, Fredericksburg, VA 22405 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and ROBERT K. BAILEY III, a resident of Virginia, whose address is 15960 Kings Highway, Montross, VA 22520 and WILLIAM E. WARE, III, a resident of Virginia, whose address is 15960 Kings Highway, Montross, VA 22520 ("Grantee," also referred to below as "Trustee"), either of whom may act.

CONVEYANCE AND GRANT. For valuable consideration, Grantor conveys, transfers, encumbers and pledges and assigns to Trustee for the benefit of Lender as Beneficiary, all of Grantor's present and future right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; and all rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in TOWN OF FARMVILLE, Commonwealth of Virginia:

See SCHEDULE "A", which is attached to this Deed of Trust and made a part of this Deed of Trust as if fully set forth herein.

The Real Property or its address is commonly known as 308 NORTH MAIN STREET AND 0 SECOND STREET, FARMVILLE, VA 23901. The Real Property Tax Map Reference No(s) is/are 023A 4 155 -2 & 023A 4 155 1A.

REVOLVING LINE OF CREDIT. This Deed of Trust secures the Indebtedness including, without limitation, a revolving line of credit, under which Lender may make advances to Grantor so long as Grantor complies with all the terms of the Note.

FUTURE ADVANCES. In addition to the amounts specified in the Note, this Deed of Trust also secures future advances.

Grantor presently, absolutely, and irrevocably assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Grantor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Grantor's obligations under the Note, this Deed of Trust, and the Related Documents.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions: