

PREPARED BY: JESSE W. OVERBEY, Attorney at Law  
YEATTS, OVERBEY & RAMSEY  
4 N. Main Street  
Chatham, Virginia 24531

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THIS DEED, made and entered into this 27th day of January, 1999, by and between AARON W. JOHNSON AUCTION & REALTY, INC., a Virginia Corporation, (Grantor) party of the first part; and JEFFREY L. SHELTON, (Grantee) party of the second part.

W I T N E S S E T H:

THAT for and in consideration of the sum of TEN DOLLARS (\$10.00), and other good and valuable consideration, cash in hand paid by the party of the second part unto the party of the first part, the receipt and sufficiency of which is hereby acknowledged, the said party of the first part doth hereby grant, bargain, sell and convey with General Warranty of Title and with English Covenants of Title, unto the said party of the second part, the following described tract or parcel of realty situate, lying and being in the County of Pittsylvania, State of Virginia:

ALL of Tract 1 containing 16.186 acres, fronting on Sec. Rte. 797, and designated as Tract 1 on that certain Plat of Survey For Aaron W. Johnson, Auction & Realty, Inc., dated January 11, 1999, made by Roderick F. Pierson, Land Surveyor, a copy of which plat is recorded in the Clerk's Office of the Circuit Court of Pittsylvania County, Virginia in Map Book 43, at page 228 B, to which plat reference is hereby made for a more particular description of the realty hereby conveyed; and BEING, in fact, a portion of the realty conveyed Aaron W. Johnson Auction & Realty, Inc., a Virginia Corporation, by deed dated April 3, 1998 from Stanley H. Swiderski, divorced, recorded in said Clerk's Office in Deed Book 1109, at page 527, to which deed further reference is hereby made.

RESERVING, HOWEVER, unto the party of the first part herein, its successors and/or assigns, a joint, permanent right of way and easement to and from the remaining lands of said party of the first part herein to Sec. Rte. 797, by means of that 40' Right-of-way along the northern margin of the realty herein conveyed as shown on the above-described plat dated January 11, 1999, recorded in Map Book 43, at page 228 B; BUT JOINTLY, HOWEVER, among the parties hereto and JOINTLY with such other person or persons who may have heretofore or who may hereinafter acquire similar or like rights.

BK 1143PG727

Subject, however, to all easements and rights of ways of record or in place and affecting said realty.

WITNESS the following signature and seal:

AARON W. JOHNSON AUCTION & REALTY, INC.  
a Virginia Corporation

BY: [Signature] (SEAL)  
Aaron W. Johnson, President

STATE OF VIRGINIA

COUNTY OF PITTSYLVANIA, to-wit:

The foregoing instrument was acknowledged before me this  
29th day of January, 1999, by AARON W. JOHNSON  
AUCTION & REALTY, INC., a Virginia Corporation, by AARON W.  
JOHNSON, President, in my jurisdiction aforesaid.

My Commission Expires: 02/28/99 2/28/2002

[Signature]  
Notary Public

VIRGINIA:

Clerk	301	12	00
St. R. Tax	039	37	35
Co. R. Tax	213	12	43
Grantor Tax	038/220	25	00
VSLF	145	\$1.	00
Transfer	212	1	00
Tech Fee	106	3	00
Total		\$	91.86

CLERK'S OFFICE OF THE CIRCUIT COURT OF PITTSYLVANIA COUNTY

The foregoing instrument with acknowledgement was admitted to  
record on Jan. 29 1999 at 10:06 A M. in  
D.B. 1123 Page 726 Inst. No. 98-000901  
Teste: [Signature] H.F. HAYMORE, JR., CLERK  
By: [Signature] Deputy Clerk

BK 1143PG729

recordation of this purchase money deed of trust.

Subject, however, to all easements and rights of ways of record or in place and affecting said realty.

IN TRUST, NEVERTHELESS, to secure unto the Beneficiary hereto, Aaron W. Johnson Auction & Realty, Inc., or Order, the payment of one (1) certain negotiable promissory note of even date herewith, executed by Jeffrey L. Shelton, in the principal sum of SEVENTEEN THOUSAND AND NO/100 DOLLARS (\$17,000.00), with interest thereon at the rate of EIGHT PERCENT (8.00%) PER ANNUM, payable to the order of Aaron W. Johnson Auction & Realty, Inc., or Order, said note being negotiable and payable at P. O. Box 808, Gretna, Virginia 24557, or at such other place as the Holder may designate in writing, payable as follows:

PAYABLE in sixty (60) consecutive and successive monthly installments in the amount of TWO HUNDRED SIX AND 28/100 DOLLARS (\$206.28) each, (said monthly installments based on a 10-year amortization, but indebtedness to balloon in five (5) years), said monthly installments to commence on the 1st day of March, 1999, and continue in a like amount on the 1st day of each and every month thereafter until February 1, 2004, at which time, said indebtedness will be due and payable in full, and the remaining unpaid principal balance shall be due and payable, together with any unpaid interest.

It is understood and agreed between the parties and made a condition hereof that this Deed of Trust is made and shall be enforced pursuant to the provisions of Section 55-59 to 55-64 of the Code of Virginia of 1950, as amended, and shall be construed to impose and confer upon the parties hereto, the Trustees, or the one acting, and the noteholder, all of the rights, duties and obligations contained in said Section 55-59 to 55-64 of the Code of Virginia of 1950, as amended, inclusive, and in short form as said section provides, unless herein otherwise limited.

Trustees' commissions. Renewals and extensions permitted.

Insurance required: Fair market value of improvements, if any.

Subject to all upon default.

BK 1143PG730

Exemptions waived. Anticipation permitted.

Deferred purchase money.

Late payment charge not exceeding five percent of the payment may be assessed by noteholder for any payment more than seven (7) days' late.

Substitution of Trustees permitted at the discretion of the beneficiary for any reason whatsoever.

NOTE: THE DEBT SECURED HEREBY IS SUBJECT TO CALL IN FULL OR THE TERMS THEREOF BEING MODIFIED IN THE EVENT OF SALE OR CONVEYANCE OF THE PROPERTY CONVEYED.

Advertisement required only by publication in a newspaper having a general circulation in the city or county wherein the above-described real estate, or any portion thereof, lies, either by insertion on a weekly basis not less than once a week for two weeks, or by insertion on a daily basis not less than once a day for three days, at the discretion of the Trustees, or the one acting, showing the time, terms and place of sale, and in such other manner as the Trustees, or the one acting, may deem advisable.

Witness the following signature and seal:

[Signature] (SEAL)  
JEFFREY L. SHELTON

STATE OF VIRGINIA

County of Pittsylvania, to-wit:

The foregoing instrument was acknowledged before me this 29th day of January, 1999, by JEFFREY L. SHELTON in my jurisdiction aforesaid.

My Commission Expires: ~~02/28/99~~ 2/28/2002

Brenda D. Adams  
Notary Public

VIRGINIA:  
Clerk  
St. R. Tax  
Co. R. Tax  
Grantor Tax  
VSLF  
Transfer  
Tech Fee  
Total

301	12 00
039	25 50
213	8 50
038/220	
145	\$1.00
212	
106	3 00
\$	50 00

CLERK'S OFFICE OF THE CIRCUIT COURT OF PITTSYLVANIA COUNTY

The foregoing instrument with acknowledgement was admitted to record on Jan. 29 1999 at 10:10 A.M. in D.B. 1143 Page 228 Inst. No. 98-000902  
Teste: H.F. HAYMORE, JR. CLERK  
By: [Signature] Deputy Clerk