

STATE OF NORTH CAROLINA
COUNTY OF FORSYTHWINSTON-SALEM SAVINGS AND LOAN ASSOCIATION
DEED OF TRUST

THIS DEED OF TRUST, made this the 31st day of July, 1974, by and between
A. A. A. REALTY COMPANY, a North Carolina corporation

a corporation of Forsyth County, North Carolina, party of the first part, (whether one or more parties), and J. L. Carlton, Trustee, party of the second part, and WINSTON-SALEM SAVINGS AND LOAN ASSOCIATION, of Winston-Salem, North Carolina, party of the third part;

WITNESSETH: WHEREAS, the party of the first part is indebted to the party of the third part in the sum of EIGHTY-FIVE THOUSAND AND NO/100 DOLLARS (\$85,000.00), for money loaned as evidenced by a note of even date herewith, the interest rate and terms of said note being incorporated herein by reference thereto; the payment of same, and that of all notes executed pursuant to this instrument, and all extensions or renewals thereof, and the full performance of all covenants in said note or notes and in this instrument, the party of the first part is hereby securing; and

WHEREAS it is agreed that upon the request of the present or future owners of the property described herein, said Association, or its assigns, may hereafter at its option make further advances to the party of the first part, or its successors or assigns, and such further advances shall be secured by and subject to all of the terms and covenants of this Deed of Trust, each said advance to be evidenced by an additional note then to be given by the party of the first part, or its successors or assigns, said additional note to be repaid in the monthly installments and at the rate of interest therein specified; provided, however, that the amount of principal secured by this Deed of Trust, and remaining unpaid, shall not at the time of and including any such advance exceed the original principal sum secured hereby, but this limitation shall not apply to any payments which may be made by the Association, as outlined hereinbelow, for obligations which should have been met by the party of the first part.

NOW, THEREFORE, in consideration of the premises, the party of the first part does hereby give, bargain, sell and convey unto said Trustee, his heirs and assigns, the following property located in Winston-Salem Forsyth County, North Carolina, and described as follows:

Being known and designated as Lot Nos. 6, 7, 14, 15, 16, and 27 as shown on the plat of Biltmore, plat of said property being recorded in Plat Book 14, at page 76, in the Office of the Register of Deeds of Forsyth County, North Carolina, reference to which is hereby made.

Prepared By

HUDSON, PETREE, STOCKTON, STOCKTON & ROBINSON
P. O. BOX 1000, WINSTON-SALEM, N. C. 27102

By

Also the party of the first part hereby sells and conveys to said Trustee, his heirs and assigns, the following: All present and future easements for the use and benefit of said property; all rents and income as outlined hereinbelow; all carpeting and rugs, now or later installed in said premises, which are commonly described as "wall to wall"; all the following items which are now, or hereafter may be, built into or otherwise attached to said premises: heating, gas, electrical, plumbing, cooking, lighting, refrigerating, and air-conditioning fixtures, and storm and screen windows and doors, window shades, and venetian blinds; and all other equipment now or later built into or otherwise attached to said premises.

TO HAVE AND TO HOLD aforesaid property, rents and income, improvements, easements, and all other privileges and appurtenances thereof unto said Trustee, his heirs and assigns, but in trust as follows:

If the said party of the first part shall well and truly do and perform all things specified to be done by it in said note or notes and this Deed of Trust, then title to said property conveyed hereinabove shall be reverted in it according to law; but if it fails to perform any of said things, then any applicable steps outlined hereinbelow may be taken.

The party of the first part agrees and covenants: (1) To pay in full and promptly when due the following: Installments of interest and principal as provided in the note or notes secured by this Deed of Trust; indebtedness for fixtures now or later attached to said premises; all lawful taxes and assessments against said property; premiums for insurance as outlined herein on said premises; amounts necessary to clear encumbrances which might have priority over the lien created by this Deed of Trust; and upon demand of the party of the third part to pay to it monthly in advance one-twelfth of the estimated taxes, assessments, and insurance premiums for the current year upon above described property; (2) To keep said premises and the buildings thereon in a good state of repairs; (3) To keep the buildings on said premises insured for such sum, in such companies, and in such form as the Association may require, which policy or policies shall be payable to said Association, as its interest may appear, and be deposited with the Association to be applied, in case of loss, as far as the same may be necessary, to the satisfaction of this trust; (4) and to perform all obligations imposed on it by the charter, by-laws, rules, and regulations of said Association now in effect or as amended. And if the party of the first part fails to do any of the things herein required, then the party of the third part may at its option do any acts and make whatever payments are necessary to perform any obligations outlined herein, (but said Association has no duty to do so), and any amount so advanced shall be deemed principal money, secured by this Deed of Trust, bearing interest at the same rate as the note or notes referred to herein, and shall be due and payable in full or in such installments as and when demanded by the Association.

It is agreed, that, if the party of the first part fails to make any payment, or fails to perform any covenant, as set out in this instrument or in said note or notes secured by this instrument, then upon default in any of said particulars, wholly or partly, for a period of thirty days, the Association, its assigns, or successors, shall have the option of treating all obligations hereby secured as immediately due in full, and it shall be the duty of the said Trustee as aforesaid, at the request of the party of the third part or any owner of said note or notes, to sell the property above described at public auction to the highest bidder for cash at the Courthouse of any county where any part of said property is located, after posting notice of said sale, stating the time and place of same, for thirty days immediately prior thereto at said courthouse, and after publishing said notice in some newspaper of said county once a week for four consecutive weeks within such 30 days; and upon such sale, to execute to the purchaser thereof a sufficient deed to said property. And said Trustee shall apply the proceeds of such sale first to the payment of the costs and expenses of advertising and selling, including a commission of five per cent of the gross sale price to the Trustee, and an auctioneer's fee, second to the payment in full of the note or notes hereby secured and all interest then due, and any sums advanced and any other obligations of the party of the first part as provided in said note or notes and this deed of trust, and third, to the payment of the surplus, if any, to or for the parties entitled thereto. If less than all of the property conveyed by this Deed of Trust shall be sold at any foreclosure sale, subsequent sales may be held in accordance with the foregoing provisions until all of the notes and other obligations secured by this Deed of Trust have been discharged or all of said property shall be sold.

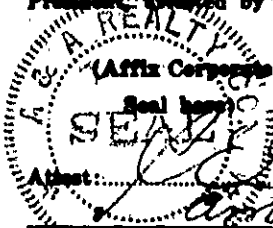
BOOK 1131P1341

The party of the first part does hereby assign to the party of the third part any and all rents and income from the property conveyed by this Deed of Trust so long as this Deed of Trust shall be and remain in effect as further security for the note or notes and other obligations secured by this Deed of Trust, and upon any default by the party of the first part as above set out, the party of the third part is hereby authorized at its option to collect rents from any and all tenants of the said property and other persons who are liable for payment for the use thereof, but is not obligated to do so, and such rents and other amounts are hereby authorized and directed to pay the same, on demand, to the party of the third part, and the amounts so collected, after paying commissions or other expenses incurred in the collection thereof, shall be applied on the note or notes and other obligations hereby secured. The party of the third part may pay a reasonable commission to an agent for collecting said rents and other amounts, or if it makes the collection itself, may charge a like commission for such service.

An irrevocable power is hereby granted to the Association, its successors or assigns, as often as desired, without any notice other than recordation, to appoint a new Trustee or Trustees in substitution of the one originally named herein or those later appointed pursuant hereto, and upon the recording of any such appointment in the Public Registry of the county where said property is located, all title, powers, and duties of the original or subsequently appointed Trustee or Trustees shall terminate, and the new Trustee or Trustees named in the last recorded instrument of appointment shall be immediately invested with all the title, powers, and duties formerly vested in the original Trustee herein.

THE PARTY OF THE FIRST PART DOES COVENANT AND AGREE: That it is the owner in fee simple of the real estate and improvements herein conveyed, and has the right to convey the same; that the same is free and clear of all encumbrances whatever, that it will warrant and defend the title to the same against the lawful claims of all persons whomsoever; and that it will execute such further assurances as may be necessary or proper to carry out the true intent and purpose of this trust.

IN TESTIMONY WHEREOF, The said party of the first part has caused these presents to be signed by its.....
President, attested by its..... Secretary, and has caused its Common Seal to be affixed hereto.



A & A REALTY COMPANY

By

President

STATE OF NORTH CAROLINA
COUNTY OF FORSYTH

This 31st day of July, A.D., 1974, personally came before me, Royce N. Watlington

a Notary Public, R.E. Glaze, who, being by me duly sworn, says that he knows the Common
(Secretary or Assistant Secretary)

Seal of A & A REALTY COMPANY and is acquainted with Allan K. Owen
(Name of Corporation) (President)

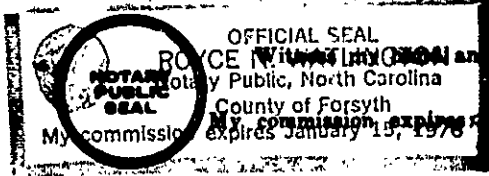
who is the President of said Corporation, and that he, the said R.E. Glaze

is the Asst. Secretary of the said Corporation, and saw the said President sign the foregoing instrument, and

saw the said Common Seal of said Corporation affixed to said instrument by said President, and that he, the said

R.E. Glaze signed his name in attestation of the execution of said instrument
(Secretary or Assistant Secretary)

in the presence of said President of said Corporation.



OFFICIAL SEAL
ROYCE N. WATLINGTON an official seal, this 31st day of July, A.D., 1974
Notary Public, North Carolina
County of Forsyth
My commission expires January 15, 1976
(Do Not Use Abbreviations)

STATE OF NORTH CAROLINA—Forsyth County

The foregoing (or annexed) certificate of Royce N. Watlington, N.C.
(Give name and official title of the officer signing the certificate, passed on)

Forsyth Co., N.C.
is (is) certified to be correct. This the 31 day of July, A.D. 1974

Eunice Ayers, Register of Deeds

Probate fee 50c paid.

By Janet Bottoms Deputy Assistant

DEED of TRUST

FROM

A & A REALTY COMPANY

TO

J. L. CARLTON

Trustee for

WINSTON-SALEM SAVINGS AND
LOAN ASSOCIATION

Consideration, \$

19

Date

This instrument drawn by

BOOK 131P1342

PRESENTED FOR
REGISTRATION
AND RECORDED

JUL 31 12 54 PM '74

EUNICE AYERS
REGISTER OF DEEDS
FORSYTH COUNTY, N.C.

730pm RB