

STATE OF NORTH CAROLINA
COUNTY OF FORSYTH

DEED OF TRUST

This Indenture, made this 2nd day of February, 1976, by and between
H and C Builders, a general partnership

part ies of the first part, and Stafford R. Peebles, Jr. Trustee, party of the second part,
and MARY CREWS (Divorced) part y of the third part;

WITNESSETH, Whereas, the said part ies of the first part being indebted to said part y of the third part
in the principal sum of Four Thousand Five Hundred and No/100----- Dollars for part of purchase
price of real estate as evidenced by note(s) of even date herewith, as follows:
\$4,500.00 at 8.0% interest per annum due and payable on sale of house built on either
lot described below
the payment whereof the said part ies of the first part desire(s) to secure.

NOW, THEREFORE, in consideration of the premises, and in further consideration of one dollar to each in hand paid, the receipt
whereof is hereby acknowledged, the said part ies of the first part have granted, bargained and sold and by these presents do
grant, bargain, sell and convey unto the said Stafford R. Peebles, Jr. Trustee, his successors, or assigns, that certain
piece, parcel, lot or tracts of land lying in Forsyth County, and more particularly described as follows:

BEGINNING at an iron stake 100 feet from C. A. Montgomery's southwest line and Danube Drive,
runs thence with Danube Drive, North 23° 20' West 200 feet to an iron stake in a new road
designated as Heidenburg Lane; thence North 66° 17' West 100 feet to an iron stake 30 feet
from center of Heidenburg Lane; thence a new line South 23° 23' East 203.12 feet to an iron
stake in C. A. Montgomery's line; thence South 68° 3' West 100.7 feet to the point of
Beginning.

BEGINNING at an iron stake 100 feet from Danube Drive and 30 feet from center of Heidenburg
Lane, runs thence with Heidenburg Lane North 66° 17' East 100 feet to an iron stake 30 feet
from center of Heidenburg Lane; thence South 23° 23' East 206.23 feet to an iron stake in
C. A. Montgomery's line; thence along C. A. Montgomery's line South 68° 3' West 100.07 feet to an
iron stake in C. A. Montgomery's line; thence a new line North 23° 23' West 203.12 feet
to the point of Beginning.

TO HAVE AND TO HOLD The said premises, together with all the privileges and appurtenances thereto belonging, incident or apper-
taining thereto, unto the said Stafford R. Peebles, Jr. Trustee, his successors and assigns, in trust for
the uses and purposes hereinafter limited, described and declared. And the said part ies of the first part covenant(s) with the said
Trustee that they are seized of said premises in fee, and have the right to convey the same in fee simple; that the
same are free from all encumbrances, and that they will warrant and defend the title to the same against the claims of any and
all persons whomsoever, except for easements and restrictions of record, if any.

PROVIDED, Nevertheless, and on this EXPRESS CONDITION, that if the said part ies of the first part shall fail or neglect to
pay the interest on the aforesaid note(s) as the said interest becomes due and payable, or if the y shall fail or neglect to pay
the principal and interest due on any of said note(s) at the maturity of any of them, or if any part of said note(s) shall remain due
and unpaid, then it shall be the duty of the said Stafford R. Peebles, Jr. Trustee, his successors or
assigns, at the request of the said part y of the third part, or her assigns, to sell said land at public auction to the highest
bidder for cash at the courthouse door in Winston-Salem, Forsyth County, N. C., after giving all notices of hearing and sale for the time and in
the manner prescribed by applicable law, and thereafter shall make and deliver to the purchaser thereof a deed therefor, and the said Trustee,
after deducting 5% commission for making said sale, and after applying all expenses necessarily incurred in properly executing the trust herein
declared, shall apply the proceeds of said sale to the discharge and payment of the aforesaid note and interest, then pay the surplus, if any, to
the parties entitled to same according law.

It is stipulated and agreed that in case the said part ies of the first part shall pay off said note(s) and interest and shall dis-
charge fully the trusts herein declared before such sale then the aforesaid premises shall be reconveyed to the said part ies of the
first part or the title hereto be revested according to the provisions of law. And the said part ies of the first part covenant and
agree that they will keep all taxes which may be assessed against said premises promptly paid off, and that they will keep the
buildings on premises insured against loss or damage by fire, for the benefit of the said part y of the third part, loss, if any, to be
made payable in the policy or policies of insurance to said Trustee, as his interest may appear; and in case the said taxes or the
premiums for said insurance should at any time be paid by the said part y of the third part, or assigns, then the amounts so ex-
pended shall become debts due, shall bear interest at the rate of six per cent per annum, and their payment will be secured by this
deed of trust.

The irrevocable power to appoint a substitute trustee or trustees is hereby expressly granted to the party of the third part, its
successors or assigns, to be exercised at any time hereafter, without notice and without specifying any reason therefor, by filing for
record in the office where this instrument is recorded an instrument of appointment. The part ies of the first part, for themselves,
their heirs, executors, administrators, successors and assigns, and the party of the second part herein named, or that may be substituted
hereunder, expressly waive notice of the exercise of this power, and any necessity for making oath or giving bond by any trustee, as
well as any requirement for application to any court for the removal, appointment or substitution of any trustee hereunder; and the
party of the third part, its successors or assigns, may elect to appoint a substitute trustee in accordance with the laws of North Carolina.

IN TESTIMONY WHEREOF, the said H and C Builders, a general partnership
have hereunto set their hands and seal s the day and year first above written.
H & C Builders (SEAL) By: Paul W. Earl (SEAL)
a General Partner of H and C Builders (SEAL) General Partner (SEAL)

1173P0697

STATE OF NORTH CAROLINA—Forsyth County

I, Madelyn C. Cecile, a Notary Public of Forsyth County, North Carolina, do certify that Paul W. Cecile, a General Partner of and C Builders, each personally appeared before me this day and acknowledged the due execution of the foregoing Deed of Trust. Witness my hand and official seal, this 2nd day of February, 19 76.



Madelyn C. Cecile Notary Public
My commission expires: March 10, 1981

STATE OF NORTH CAROLINA—Forsyth County

I, _____, a Notary Public of Forsyth County, North Carolina, do certify that _____ and his wife, _____

each personally appeared before me this day and acknowledged the due execution of the foregoing Deed of Trust.

Witness my hand and official seal, this _____ day of _____, 19 ____.



Notary Public
My commission expires: _____

STATE OF NORTH CAROLINA—Forsyth County

This _____ day of _____, A.D., 19____, personally came before me, _____, a notary public, _____ who, being by me

(Name of Secretary or Assistant Secretary)

duly sworn, says that he knows the Common Seal of _____

(Name of Corporation)

and is acquainted with _____ who is the _____ President of said Corporation, and that he, the said _____, is the _____ Secretary of 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 _____

_____, signed his name in attestation of the execution of said instrument in the presence of said _____ President of said Corporation.

(Name of Secretary or Assistant Secretary)



Witness my hand and notarial seal, this the _____ day of _____, A.D., 19____.

Notary Public
My commission expires: _____

STATE OF NORTH CAROLINA—Forsyth County

The foregoing (or annexed) certificate of Madelyn C. Cecile, N.P.
(here give name and official title of the officer signing the certificate, passed upon)
Forsyth Co., N.C.

is (are) certified to be correct. This the 17th day of May A.D. 19 76.

Eunice Ayers, Register of Deeds

By La Donna Booz Deputy-Assistant

Probate fee 50¢ paid.
Filing fee \$ 3.00 paid.

Drawn By Stafford R. Peebles, Jr.

PRESENTED FOR
REGISTRATION
AND RECORDED

MAY 17 10 24 AM '76

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

JB

Insert brief description here to be used
on Register of Deeds Index

FOR

TRUSTEE

TO

FROM

DEED OF TRUST

BOOK 1173 P 0698