



SATISFACTION: The debt secured by the within Deed of Trust together with the note(s) or other obligation(s) secured thereby has been satisfied in full.

This the _____ day of _____, 19 ____.
Signed: _____

66

PRESENTED FOR
REGISTRATION
AND RECORD

BK1724 P0991

'91 SEP 12 PM 2:59

L. E. SPEAR
REGISTER OF DEEDS
FORFORTH COUNTY
Recording Time, Book and Page

J. #12.020

Tax Lot No. 027, Block 3467A

Parcel Identifier No. _____

Verified by _____ County on the _____ day of _____, 19 ____.
by _____

102 W. Third Street
Winston-Salem, NC _____, North Carolina
Mail after recording to NCNB National Bank of North Carolina
27101 Attention: Susan P. Schleicher

This instrument prepared by ROBERT W. PORTER (Box)

LineOne Equity Deed Of Trust (North Carolina)

THIS DEED OF TRUST made this 11th day of September, 19 91, by and between;

GRANTOR

M.C.Y.
Nicholas R. Yacabucci
and wife,
Vivian C. Yacabucci

4510 Chinaberry Lane
Winston-Salem, NC 27106

TRUSTEE

Robert W. Porter

2631 Reynolda Road
Winston-Salem, NC 27106

BENEFICIARY

NCNB NATIONAL BANK OF NORTH CAROLINA,
a national banking association with its principal
offices in Charlotte, Mecklenburg County, North
Carolina.

Enter the name and address for each party in the appropriate block.

The designation Grantor, Trustee, and Beneficiary as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context. The term Beneficiary shall also include any subsequent holder of the obligation hereinafter described.

WITNESSETH, THAT WHEREAS Grantor is indebted or otherwise obligated to Beneficiary in the principal sum of NINETY-NINE THOUSAND AND NO/100..... Dollars (\$ 99,000.00), as evidenced by a LineOne Equity Agreement, Promissory Note and Truth in Lending Disclosures of even date herewith (herein called the "obligation"), the terms of which are incorporated herein by reference; and

THAT WHEREAS this Deed of Trust is given to secure an equity line of credit as provided below.

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NOW, THEREFORE, for valuable consideration, receipt of which is hereby acknowledged, and as security for the payment of the obligation, including any modifications, amendments, extensions or renewals thereof, together with interest thereon and any other sums payable in connection therewith, and for the performance of and compliance with all of the other covenants, terms and conditions contained in the obligation and herein, Grantor has bargained, sold, given, granted and conveyed and does by these presents bargain,

sell, give, grant and convey to Trustee, his heirs, successors, and assigns, the parcel(s) of land situated in Winston

Township, County of Forsyth, State of North Carolina, and more particularly described as follows:

BEING KNOWN AND DESIGNATED as Lot No. 27, as shown on the plat entitled BENT TREE FARM, Section No. 2, Lots 26 and 27, Revised, as recorded in Plat Book 34, Page 116, in the Office of the Register of Deeds of Forsyth County, North Carolina, reference to which is hereby made for a more particular description.

Lot 027, Block 3467A, Forsyth County Tax Map.

TO HAVE AND TO HOLD said real property with all privileges and appurtenances thereunto belonging and the rents, issues and profits thereof, and any improvements now or hereafter located thereon, to Trustee, his heirs, successors, and assigns forever, upon the trusts, terms and conditions, and for the uses hereinafter set forth.

If Grantor shall pay the obligation secured hereby, including any modifications, amendments, extensions or renewals thereof, in accordance with its terms, together with interest thereon and any other sums payable in connection therewith, and shall perform and comply with all of the covenants, terms, and conditions of this Deed of Trust, then this conveyance shall be null and void and may be cancelled of record at the request of Grantor. If, however, there shall be any default in any of the covenants, terms, or conditions of the obligation, including a fraudulent or material misrepresentation by the Grantor, action or inaction by the Grantor which adversely affects said property, or failure to make a timely payment as required under the obligation, or in the failure or neglect to perform or comply with any of the covenants, terms, or conditions contained in this Deed of Trust, then in any such events the obligation shall, at the option of the beneficiary, at once become due and payable without notice, and it shall be lawful for and the duty of the trustee, upon request of the beneficiary, to sell the property herein conveyed at public auction for cash, after first giving such notice of hearing as to commencement of foreclosure proceedings and obtaining such findings with leave of court as may be then required by law and giving such notice and advertising the time and place of such sale in such manner as may be then provided by law, and, upon such sale and any resales and upon the compliance with the law relating to foreclosure proceedings, to convey title to the purchaser in fee simple.

The proceeds of the sale shall, after Trustee retains his commission, be applied to the costs of sale, the amount due on the obligation hereby secured and otherwise as required by the then existing law relating to foreclosures. The Trustee's commission shall be five per cent of the gross proceeds of the sale for a completed foreclosure. In the event foreclosure is commenced, but not completed, Grantor shall pay all expenses incurred by Trustee and a partial commission computed on five per cent of the outstanding indebtedness, in accordance with the following schedule, to wit. one-fourth thereof before Trustee issues a notice of hearing on the right to foreclose, one-half thereof after issuance of said notice, three-fourths thereof after such hearing, and the full commission after the initial sale.

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And Grantor does hereby covenant and agree with Trustee and with Beneficiary as follows:

1. **EQUITY LINE OF CREDIT.** This Deed of Trust is given to secure an equity line of credit governed by the provisions of Article 9 of Chapter 45 of the General Statutes of North Carolina, including all present and future advances of principal made thereunder and interest and other sums payable in connection therewith. The maximum principal amount which may be secured at any one time is equal to the principal sum of the obligation as set forth on the first page of this Deed of Trust. Future advances may be made at any time between the date hereof and that date which shall be equal to, but not more than, fifteen (15) years beyond the date of this Deed of Trust. Beneficiary is authorized to make advances upon the request of any Grantor (when more than one) without the acknowledgment or consent of any other Grantor.

2. **INSURANCE.** Grantor shall keep all improvements, now existing or hereafter erected, continuously insured for the benefit of the Beneficiary against loss by fire, windstorm, flood and such other casualties and contingencies in an amount equal to 100% of the insurable value of the improvements located on the property but in no event shall the amount of insurance be less than the combined total of the maximum credit line established under the obligation secured hereby and the current outstanding balance of any prior secured indebtedness on the property. Grantor shall purchase such insurance, pay all premiums therefor, and shall deliver to Beneficiary such policies along with evidence of premium payment as long as the obligation secured hereby remains unpaid. If Grantor fails to purchase such insurance, pay the premiums therefor or deliver said policies along with evidence of payment of premiums thereon, then Beneficiary may, but shall not be obligated to, purchase such insurance in an amount equal to the amount described herein above. Such amounts paid by Beneficiary shall be added to the obligation secured by this Deed of Trust, and shall be due and payable by Grantor to Beneficiary upon demand. Beneficiary may require, in its sole discretion, that the proceeds of any such insurance, or any part thereof, be applied either to the reduction of the indebtedness hereby or to the restoration or repair to the property damaged.

3. **TAXES, ASSESSMENTS, CHARGES.** Grantor shall pay all taxes, assessments and charges as may be lawfully levied against the property conveyed herein within thirty (30) days after the same shall become due. In the event that Grantor fails to so pay all taxes, assessments and charges as herein required, then Beneficiary, at its option, may pay the same and the amounts so paid shall be added to the obligation secured by this Deed of Trust, and shall be due and payable by Grantor to Beneficiary upon demand.

4. **CONDEMNATION.** Upon the condemnation or taking of the property herein conveyed, or any part thereof, by any authority pursuant to the power of eminent domain, Beneficiary shall be entitled to receive all or any portion of the amounts awarded or paid for such taking, up to the full amount of the obligation hereby secured, which amounts awarded or paid are hereby assigned to Beneficiary. Beneficiary also may, upon any such taking, elect to declare all of the obligation secured hereby to be immediately due and payable. Beneficiary's right to receive any amounts awarded or paid upon any taking, or to so declare the obligation due and payable, shall not be affected, restricted or in any way impaired by the amount or value of any remaining portions of the property that may continue to be subject to the terms of this Deed of Trust.

5. **WASTE.** Grantor covenants that he will keep the property herein conveyed in as good order, repair and condition as it is now, reasonable wear and tear excepted, and that he will not commit or permit any waste.

6. **WARRANTIES.** Grantor covenants with Trustee and Beneficiary that he is seized of the property in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that he will warrant and defend the title against the lawful claims of all persons whomsoever, except for the exceptions, if any, contained in any title insurance policy or report, certificate or opinion of title furnished to Beneficiary and approved by Beneficiary in connection with this Deed of Trust.

7. **SUBSTITUTION OF TRUSTEE.** Beneficiary shall at any time have the irrevocable right to remove the Trustee herein named without notice or cause and to appoint his successor by an instrument in writing, duly acknowledged, in such form as to entitle such written instrument to be registered in this State, and in the event of the death, incapacity or resignation of the Trustee herein named, Beneficiary shall have the right to appoint his successor by such written instrument, and any Trustee so appointed shall be vested with the title to the property hereinbefore described, and shall possess all the powers, duties and obligations herein conferred on Trustee in the same manner and to the same extent as though he were named herein as Trustee.

8. **LEGAL ACTION.** In case Beneficiary or Trustee voluntarily or otherwise shall become a party to any suit or legal proceeding to protect the property herein conveyed or the lien of this Deed of Trust, or otherwise in any manner involving the title to or Beneficiary's or Trustee's interests in such property, Trustee and Beneficiary shall be saved harmless and shall be reimbursed by Grantor for any amounts paid, including all reasonable costs, charges and attorneys' fees incurred in any such suit or proceeding, and the same shall be secured by this Deed of Trust and its payment enforced as if it were a part of the original debt.

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9. PRIOR LIENS. Default under the terms of any instrument secured by a lien to which this Deed of Trust is subordinate shall constitute a default hereunder.

10. EXPENSES. Grantor agrees that all expenses paid or received by Beneficiary, including reasonable attorneys' fees, incidental to the protection, preservation or collection of the obligation or the property securing the same or to the foreclosure of this Deed of Trust by suit or otherwise, shall be added to or become a part of the indebtedness secured hereby and bear interest at the legal rate.

11. FORBEARANCE. No delay or forbearance by Beneficiary in exercising any or all of its rights hereunder or rights otherwise afforded by law, shall operate as a waiver thereof or preclude the exercise thereof during the continuance of any default as set forth herein or in the event of any subsequent default hereunder, and all such rights shall be cumulative.

IN WITNESS WHEREOF, Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

(Corporate Name)

By: _____

President

ATTEST: _____

Secretary

(Corporate Seal)

Nicholas C. Yacabucci (SEAL)
Nicholas C. Yacabucci
Vivian C. Yacabucci (SEAL)
Vivian C. Yacabucci

(SEAL)

SEAL-STAMP

OFFICIAL SEAL
Notary Public, North Carolina
County of Forsyth
LINDA R. BUMGARDNER

Use Black Ink Only

STATE OF NORTH CAROLINA, COUNTY OF FORSYTH
I, _____ a notary public of said county do hereby
certify that Nicholas C. Yacabucci and wife, Vivian C. Yacabucci
_____, the Grantor,
personally appeared before me this day and acknowledged the execution of the foregoing
instrument. Witness my hand and official stamp or seal, this 11th day of September
19 91.
My commission expires: Nov. 9, 1994 Linda R. Bumgardner Notary Public

SEAL-STAMP

Use Black Ink Only

STATE OF NORTH CAROLINA, COUNTY OF _____
I, _____ a notary public of said county do hereby
certify that _____, the Grantor,
personally appeared before me this day and acknowledged the execution of the foregoing
instrument. Witness my hand and official stamp or seal, this _____ day of _____,
19 _____.
My commission expires: _____ Notary Public

SEAL-STAMP

Use Black Ink Only

STATE OF NORTH CAROLINA, COUNTY OF _____
I, _____ a notary public of said county, certify
that _____, personally came before me this day and acknowledged
that _____ he is _____ Secretary of _____ a
North Carolina corporation, the Grantor, and that by authority duly given and as the act of the
corporation, the foregoing instrument was signed in its name by its _____ President, sealed with
its corporate seal, and attested by _____ as its
_____. Secretary. Witness my hand and official stamp or seal, this
_____ day of _____, 19 _____.
My commission expires: _____ Notary Public

The Foregoing Certificate(s) of

LINDA R. BUMGARDNER, NP, FORSYTH CO, NC

is (are) certified to be correct. This instrument and this certificate are duly registered at the date and time in the Book and
Page shown on the first page hereof

By _____

L.E. SPEAS, REGISTER OF DEEDS

REGISTER OF DEEDS FOR

FORSYTH

COUNTY

Deputy/Assistant-Register of Deeds