



original to Parks Roberts

176

PRESENTED FOR
REGISTRATION
AND RECORDED

1995 NOV 20 P4:51

John Holleman
Register of Deeds
Forsyth Co. N.C.

BK1878 P3135

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

This the _____ day of _____, 19____

Signed: _____

Recording: Time, Book and Page

Tax Lot No. _____ Parcel Identifier No. 2706 027

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

by _____

Mail after recording to _____

This instrument prepared by Parks Roberts, Attorney

Brief Description for the index _____

NORTH CAROLINA DEED OF TRUST

THIS DEED of TRUST made this 20th day of November, 19 95 by and between:

GRANTOR	TRUSTEE	BENEFICIARY
C & H PRODUCE, INC.	PARKS ROBERTS	LAWRENCE L. WILLIAMS and wife, ROSA LEE WILLIAMS

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

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.

WITNESSETH, That whereas the Grantor is indebted to the Beneficiary in the principal sum of _____ Dollars (\$ 22,000.00), as evidenced by a Promissory Note of even date herewith, the terms of which are incorporated herein by reference. The final due date for payment of said Promissory Note, if not sooner paid, is July 15, 1996

NOW, THEREFORE, as security for said indebtedness, advancements and other sums expended by Beneficiary pursuant to this Deed of Trust and costs of collection (including attorneys fees as provided in the Promissory Note) and other valuable consideration, the receipt of which is hereby acknowledged, the Grantor has bargained, sold, given, granted and conveyed and does by these presents bargain, sell, give, grant and convey to said Trustee, his heirs, or successors, and assigns, the parcel(s) of land situated in the City of Winston-Salem, Winston Township,

Forsyth County, North Carolina, (the "Premises") and more particularly described as follows:

LYING on the south side of Highway No. 66, on the east side of South Fork Creek, BEGINNING at a stake on the south side of Highway No. 66 on the Lexington Road 20 feet at right angles from said road and on the line between T. M. Lambeth and Thomas Finch; thence parallel with said road and 20 feet from its center line, North 45° 35' West 195 feet to an iron stake; thence a new line, South 34° 30' West 216 feet to a stake; thence South 54° East 370 feet to a stake on the old Thomas Finch line; thence with said line, North 03° 25' East 336 feet to the BEGINNING, included in the above is a 20 foot strip between this lot and the center of the concrete road and contains in all 2 acres, more or less; being in all respects the same property as that described in a Deed from Henry E. Peddycord and wife, to Emmett Holden recorded in Book 601, page 159 in the Office of the Register of Deeds of Forsyth County, North Carolina.

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 is heirs, successors, and assigns forever, upon the th

The proceeds of the Sale shall after the Trustee retains his commission, together with reasonable attorneys fees incurred by the Trustee in such proceeding, be applied to the costs of sale including but not limited to costs of collection, taxes, assessments, costs of recording, service fees and incidental expenditures, the amount due on the Note hereby secured and advancements and other sums expended by the Beneficiary according to the

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

2. **TAXES, ASSESSMENTS, CHARGES.** Grantor shall pay all taxes, assessments and charges as may be lawfully levied against said Premises 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 his option, may pay the same and the amounts so paid shall be added to the principal of the Note secured by this Deed of Trust, and shall be due and payable upon demand of Beneficiary.

4. **PARTIAL RELEASE.** Grantor shall not be entitled to the partial release of any of the above described property unless a specific provision providing therefor is included in this Deed of Trust. In the event a partial release provision is included in this Deed of Trust, Grantor must strictly comply with the terms thereof. Notwithstanding anything herein contained, Grantor shall not be entitled to any release of property unless Grantor is not in default and is in full compliance with all of the terms and provisions of the Note, this Deed of Trust, and any other instrument that may be securing said Note.

6. **CONDEMNATION.** In the event that any or all of the Premises shall be condemned and taken under the power of eminent domain, Grantor shall give immediate written notice to Beneficiary and Beneficiary shall have the right to receive and collect all damages awarded by reason of such taking, and the right to such damages hereby is assigned to Beneficiary who shall have the discretion to apply the amount so received, or any part thereof, to the payment of such taxes and if available, installments, applied in the inverse order of maturity of such installments, or to any alteration, repair or restoration of the Premises by Grantor.

and that he will warrant and defend the title against the lawful claims of all persons whomsoever, except for the exceptions hereinafter stated. Title to the property hereinafter described is subject to the following exceptions:

THE FOLLOWING PARAGRAPH, 9. SALE OF PREMISES, SHALL NOT APPLY UNLESS THE BLOCK TO THE LEFT MARGIN OF THIS SENTENCE IS MARKED AND/OR INITIALED.

10. **ADVANCEMENTS.** If Grantor shall fail to perform any of the covenants or obligations contained herein or in any other instrument given as additional security for the Note secured hereby, the Beneficiary may, but without obligation, make advances to perform such covenants or obligations, and all such sums so advanced shall be added to the principal sum, shall bear interest at the rate provided in the Note secured hereby for sums due after default and shall be due from Grantor on demand of the Beneficiary. No advancement or anything contained in this paragraph shall constitute a waiver by Beneficiary or prevent such failure to perform from constituting an event of default.

12. **WAIVERS.** Grantor waives all rights to require marshalling of assets by the Trustee or Beneficiary. No delay or omission of the Trustee or Beneficiary in the exercise of any right, power or remedy arising under the Note or this Deed of Trust shall be deemed a waiver of any default or acquiescence therein or shall impair or waive the exercise of such right, power or remedy by Trustee or Beneficiary at any other time.

the rate provided in the Note for sums due after default.

14. **PRIOR LIENS.** Default under the terms of any instrument secured by a lien to which this deed of trust is subordinate shall constitute default hereunder.

13. OTHER TERMS:

(Corporate Name)

ATTEST:

NORTH CAROLINA, _____ County.

I, a Notary Public of the County and state aforesaid, certify that _____

_____, 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

NORTH CAROLINA, FORSYTH County.

I, a Notary Public of the County and state aforesaid, certify that Ivan J. Harold

personally appeared before me this day and acknowledged that he is _____ Secretary of _____

C & H PRODUCE, INC. a North Carolina corporation, and that by authority duly

given and as an act of the corporation, the foregoing instrument was signed in its name by its _____

President, sealed with its corporate seal and attested by h. 102 as its _____ Secretary.

Witness my hand and official stamp or seal, this 20th day of November, 1995

My Commission expires: _____ David J. Ober Notary Public

The foregoing Certificate(s) of Wanda Roberts M
Forsyth County NC

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

is certified to be correct. This instrument is the true and correct copy of the original as the same is on file in the office of the Register of Deeds for Forsyth County, North Carolina.

JOHN HOLLEMAN, REGISTER OF DEEDS
Deputy/Assistant-Register of Deeds.

REGISTER OF DEEDS FOR FORSYTH COUNTY,
NORTH CAROLINA.

N. C. Bar Assoc. Form No 5 - 1976, Revised September 1985 • Printed by Agreement with the N. C. Bar Assoc. - 1931 • James Williams & Co., Inc. • Box 127 • Yachville NC 27055