prignal to Parks Roberts

		176	PRESENTED AND RECORDED NO 20 P4:51	BK1878
SATISFACTION: The debt secured by the with the note(s) secured thereby has been this the day of	en satisfied in full.	NX:	John Holleman Register of Descis Forsyth Co. N.C	P3135
		Recording: Time, Bo	ook and Page	
Tax Lot No.	Pare	cel Identifier No	2706 027	
Verified by	County on the	eday of		, 19
by				
Mail after recording to				
This instrument prepared by Parks_Rc Brief Description for the index	TH CAROLIN			
THIS DEED of TRUST made this 20thday of	November	A DEED	, 19 95 by and between:	
GRANTOR	TRUS	TEE	BENEFICIARY	
GRANIOR	TROSTEE		DEI VEI VEI VEI	
C & H PRODUCE, INC.	INC. PARKS ROBERTS		LAWRENCE L. WILLIAMS and wife, ROSA LEE WILLIAMS	
Enter in appropriate block for each party: nam	e, address, and, if appropriate,	character of entity, e.g	g. corporation or partnership.	
The designation Grantor, Trustee, and Benefici	ary as used herein shall include			ngular, plural,
masculine, feminine or neuter as required by o				
WITNESSETH, That whereas the Grantor is inde				i
as evidenced by a Promissory Note of even of Promissory Note, if not sooner paid, is Jul	Jate herewith, the terms of whity 15, 1996	ich are incorporated l	herein by reference. The final due date for pa	yment of said
NOW, THEREFORE, as security for said inc collection (including attorneys fees as provided has bargained, sold, given, granted and conve assigns, the parcells) of land situated in the City	debtedness, advancements and in the Promissory Note) and oth eyed and does by these presents ofSaler	er valuable considerati s bargain, sell, give, gi n,	rant and convey to said Trustee, his heirs, or si Winston	id, the Grantoi uccessors, and Township
Forsyth			a, (the "Premises") and more particularly descri	

LYING on the south side of Highway No. 66, on the east 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.

TO HAVE AND TO HOLD said Premises with all privileges and appurtenances thereunto belonging, to said Trustee, his heirs successors, and assigns forever, upon the trosts, terms and conditions, and for the uses hereinafter set forth. hereinafter set forth.

If the Grantor shall pay the Note secured hereby in accordance with its terms, together with interest thereon, and any renewals or extensions thereof in whole or in part, all other sums secured hereby and shall 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 and the expense of the Grantor. If however, there shall be any default (a) in the payment of any sums due under the Note, this Deed of Trust or any other instrument securing the Note and such default is not cured within fifteen 155 days after written notice, the notice, and such default is not cured within fifteen (155 days after written notice, the notice, and such default is not cured within fifteen (155 days after written notice, the notice and such default is not cured within fifteen (155 days after written notice, the notice, with shall be lawful for and the duty of the Trustee in 150 days after written notice, the notice and such default is not cured within fifteen (155 days after written notice, the notice and such default is not cured within fifteen (155 days after written notice, the notice and such default is not cured within fifteen (155 days after written notice, the shall be lawful for and the duty of the Trustee in 150 days after written notice, the hand is not cured within fifteen (150 days after written notice, the hand is not cured within fifteen (150 days after written notice, the hand is not cured within fifteen (150 days after written notice, the hand is not cured within fifteen in 150 days after written notice, the hand is not cured within fifteen that the frustee within the fifteen of the fifteen of

provisions hereof and otherwise as required by the then existing law relating to foreclosures. The Trustee's commission shall be five percent (5%) of the gross proceeds of the sale or the minimum sum of \$
whichever is greater, for a completed foreclosure. In the event foreclosure is commenced, but not completed, the Grantor shall pay all expenses incurred by Trustee, including reasonable attorneys fees, and a partial
commission computed on five per cent (5%) of the outstanding indebtedness or the above stated minimum sum, whichever is greater, in accordance with the following schedule, to-with one-fourth (4) thereof before the Trustee
issues a notice of hearing on the right to foreclosure, one-half [//s] thereof after issuance of said notice, three-fourths (3) thereof after such hearing, and the greater of the full commission or minimum sum after the initial sale

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

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

1. INSURANCE. Grantor shall keep all improvements on said land, now or hereafter erected, constantly insured for the benefit of the Beneficiary against loss by fire, windstorm and such other casualties and contingencies, in such manner and in such companies and for such amounts, not less than that amount necessary to pay the sum secured by this Deed of Trust, and as may be satisfactory to the Beneficiary 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 Note secured hereby remains unpaid. If Grantor fails to purchase such insurance pay premiums therefor or deliver said policies along with evidence of payment of premiums therefor, and shall be due and payable upon demand of Beneficiary. All proceeds from any insurance such insurance. Such amounts paid by Beneficiary 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. All proceeds from any insurance so maintained shall at the option of Beneficiary be applied to the debt secured hereby and if payable in installments, applied in the inverse order of maturity of such installments or to the repair or reconstruction of any improvements located upon the Property.

2. TAXES, ASSESSMENTS, CHARGES, Grantor shall 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.

3. ASSESSMENTS, CHARGES, Grantor shall 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.

3. ASSESSMENTS, CHARGES, Grantor s

shall be due and payable upon demand of Beneficiary.

3. ASSIGNMENTS OF RENTS AND PROFITS. Grantor assigns to Beneficiary, in the event of default, all rents and profits from the land and any improvements thereon, and authorizes Beneficiary to enter upon and take possession of such land and improvements, to rent same, at any reasonable rate of rent determined by Beneficiary, and after deducting from any such rents the cost of releting and collection, to apply the remander to the debt secured hereby 4. PARTIAL RELEASE. Grantor shall not be entailed 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.

S. WASTE. The Grantor covenants that he will keep the Premises herein conveyed in as good order, repair and condition as they are now, reasonable wear and tear excepted, and will comply with all governmental requirements respecting the Premises or their use, and that he will not commit or permit any waste.

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 indebtedness due hereunder and if payable in installments, applied in the inverse order of maturity of such installments, or to any alteration, repair or restoration of the Premises by Grantor

7. WARRANTIES. Grantor covenants with Trustee and Beneficiary that he is seized of the Premises 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 whomsies ex, except for the exceptions hereinafter stated. Title to the property hereinabove described is subject to the following exceptions

B. SUBSTITUTION OF TRUSTEE. Grantor and Trustee covenant and agree to and with Beneficiary that in case the said Treason the holder of the Note desires to replace said Trustee then the holder may appoint, in writing, a trustee to take the shall succeed to all rights, powers and duties of the Trustee.	e place of the strakes, and upon the probate and registration of the same, the movee more promise
THE FOLLOWING PARAGRAPH, 9. SALE OF PREMISES, SHALL NOT APPLY UNLESS T MARKED AND/OR INITIALED.	THE BLOCK TO THE LEFT MARGIN OF THIS SENTENCE IS
The state of the s	ransferred, conveyed or otherwise alienated by Grantor, whether voluntarily or involuntarily or bi
operation of law Jother than: I) the creation of a lien or other encombrance subordinate to this beed of individual security interest for household appliances, (iii) a transfer by devise, descent, or operation of law on the death of a joint tening an option to purchase; (v) a transfer is a relative resulting from the death of a Grantor, is it a transfer where the spouse of	and or lenate to 1 transect of ingins to occupantly in the Premises, with a transfer resulting from a decree of the Premises, (with a transfer resulting from a decree of the Premises, (with a transfer resulting from a decree of the Premises, (with a transfer resulting from a decree of the Premises, (with a transfer resulting from a decree of the Premises).
a dissolution of marriage, legal separation, agreement, or from an incidental property settlement agreement, by which the distance is and remains a beneficiary and which does not relate to a transfer of rights of occupancy in the Premi Note secured hereby and all other obligations hereunder to be forthwith due and payable. Any change in the legal of conveyance or disposition of a majority interest in the Grantor if a corporation or partnership, whether or not of record as	iners, without the prior wither court to be religiously, between the Premites including the Circ
10. ADVANCEMENTS. If Grantor shall fail to perform any of the coverants or obligations contained herein or in any other	er instrument given as additional security for the Note secured hereby, the Beneficiary may, but without
A'-L-11 L A Canada on demand of the Renefector. No advancement of anything contained in this DAMETADO SHARE	COUNTING A MINAL OA DELIGITAA DI DIGAGUI SOCUITANNICIO DELIGIUM MONI COMMUNINE TULCACA DA OCAAA
11. INDEMNITY. If any suit or proceeding be brought against the Trustee or Beneficiary or if any suit or proceeding be harmless and on demand reimburse Trustee or Beneficiary from any loss, cost, damage or expense and any sums expendatice default and shall be due and payable on demand.	ded by transfer or determine any strain dear interiest as broaden in the choice secured increas for some de-
12. WAIVERS, Grantor waives all rights to require marshalling of assets by the Trustee or Beneficiary. No delay or omiss	Entire of socia liking bower of remedy by Hoster of beneficially at any owice take
of this Deed of this state to excelled a water to did you the party to any civil action as Trustee in this Deed of T. attorney, to represent him in said action and the reasonable attorney, to represent him in said action and the reasonable attorney is fee of the Trustee in such action shall be paid by the	to us the Tourse shall be establed to employ to amorey at law inclinations himself if he is a license
attorney, to represent him in said action and the reasonable attorney siee of the Trustee in such action shall be paid by the	the beliefed by and about to the plane part of the News Color of this access to the series of the
14. PRIOR LIENS. Default under the terms of any instrument secured by a lien to which this Deed of Trust is suborn	dinate shall constitute default hereunder
15. OTHER TERMS.	
	be and a second of the second
IN WITNESS WHEREOF, the Grantor has bereunto set his hand and seal, or if corporate, has caused this instrument that body of its Board of Directors, the day and year first above written	to be alkned to its colborate usude by its anal stationated prices and its sear to be uncontrol surred i
(Corporate Name)	
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By: X / ensur L. Contro Corporer 15	(SEA
President Seal 17	- , — — — .
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ATTEST:	(SEA
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	(SEA
Secretary (Corporate Scale	

County. SEAL-STAMP NORTH CAROLINA. I, a Notary Public of the County and state aforesaid, certify that personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and Viscial stamp or seal, this _____ day of ____ **Notary Public** y Commission expires: FORSYTH NORTH CAROLINA, . I, a Notary Public of the County and state aforesaid, certify that personally appeared before methis day and acknowledged that ... he is 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 127 as its . Secretary, Witness my hand and official stamp or seal, this 2014 day of Nov eq Notary Public My Commission expires: _ The foregoing Certificate(s) of . 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 _ register of peeds for __FORSYTH John Holleman, register of Deeds— Deputy/Asystant-Register of Deeds.

Loon N. C. Bar Assoc. Form No. 5 = 1976, Record. Sertember 1985 * Praired by Agreement with the N. C. Bar Assoc. - 1931 * James Williams & Co., Inc. * Box 127 * Yackinshe NC 27055