

Mail to

Nelson Box

3

(Name)

(St. & No. or R.F.D.)

(City)

(State)

STATE OF NORTH CAROLINA  
COUNTY OF FORSYTH

DEED OF TRUST

This Indenture, made this 11th day of November, 1968, by and between  
L. & H. LAND CO., a North Carolina Partnership

part y of the first part, and WILLIAM L. NELSON Trustee, party of the second part,  
and F. MACK CLEVELAND and wife, MODEINE B. CLEVELAND parties of the third part;

WITNESSETH, Whereas, the said party of the first part being indebted to said parties of the third part  
in the principal sum of TWO THOUSAND FIVE HUNDRED AND NO/100---Dollars for just debt

as evidenced by note(s) of even date herewith, as follows:

Payable \$500.00 a year with interest at the rate of 6%, beginning one year from date.

the payment whereof the said part y 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 y of the first part has granted, bargained and sold and by these presents do  
grant, bargain, sell and convey unto the said William L. Nelson Trustee, his successors, or assigns, that certain  
piece, parcel, lot or tracts of land lying in Forsyth County, and more particularly described as follows:

Being a lot located on the north side of Sprague Street, and  
being known and designated as Lot No. 31, as shown on the map of  
Bahnon Place, as recorded in Plat Book 1, page 41, in the office of  
the Register of Deeds of Forsyth County, North Carolina, to which map  
reference is hereby made for a more definite and particular description.

The note secured by this deed of trust having been fully paid  
and satisfied, the same is hereby cancelled, this 11th day of November, 1968.  
Signed: [Signature] Trustee  
Witness: [Signature] Register of Deeds

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 William L. Nelson Trustee, his successors and assigns, in trust for  
the uses and purposes hereinafter limited, described and declared. And the said part y of the first part covenant(s) with the said  
Trustee that it seized of said premises in fee, and has the right to convey the same in fee simple; that the  
same are free from all encumbrances, and that it will warrant and defend the title to the same against the claims of any and  
all persons whomsoever.

PROVIDED, Nevertheless, and on this EXPRESS CONDITION, that if the said part y 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 it 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 William L. Nelson Trustee, his successors or  
assigns, at the request of the said parties of the third part, or their 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 first advertising the same for a period of thirty  
days by posting a notice thereof at the courthouse in Winston-Salem, N. C., and also by publishing said notice at least once a week for  
four consecutive weeks within such thirty days, in some newspaper published in said County, therein appointing the date of said sale,  
and 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 paying 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 to law.

It is stipulated and agreed that in case the said part y 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 y of the  
first part or the title hereto be revested according to the provisions of law. And the said part y of the first part covenant s and  
agree that it 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 parties 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 parties 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 y 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 L. & H. LAND CO., a North Carolina Partnership,  
has caused this instrument to be executed by its general partners.  
has [Signature] the day and year first above written.

L. & H. LAND CO.

(SEAL)

L. & H. LAND CO.

(SEAL)

By:

[Signature]

(SEAL)

By:

[Signature]

(SEAL)

General Partner

General Partner

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Mail to

Nelson Box

3

(Name)

(St. &amp; No. or R.F.D.)

(City)

(State)

STATE OF NORTH CAROLINA  
COUNTY OF FORSYTH

## DEED OF TRUST

This Indenture, made this 11th day of November, 1968, by and between  
L. & H. LAND CO., a North Carolina Partnership

part Y of the first part, and WILLIAM L. NELSON Trustee, party of the second part,  
and F. MACK CLEVELAND and wife, MODEINE B. CLEVELAND parties of the third part;

WITNESSETH, Whereas, the said party of the first part being indebted to said parties of the third part  
in the principal sum of TWO THOUSAND FIVE HUNDRED AND NO/100---Dollars for just debt

as evidenced by note(s) of even date herewith, as follows:  
Payable \$500.00 a year with interest at the rate of 6%, beginning one year from date.

the payment whereof the said part Y 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 Y of the first part has granted, bargained and sold and by these presents do  
grant, bargain, sell and convey unto the said William L. Nelson Trustee, his successors, or assigns, that certain  
piece, parcel, lot or tracts of land lying in Forsyth County, and more particularly described as follows:

Being a lot located on the north side of Sprague Street, and  
being known and designated as Lot No. 31, as shown on the map of  
Bahnon Place, as recorded in Plat Book 1, page 41, in the office of  
the Register of Deeds of Forsyth County, North Carolina, to which map  
reference is hereby made for a more definite and particular description.

The note secured by this deed of trust having been fully paid  
and satisfied, the same is hereby cancelled, this 27th  
day of December, 1974  
Signed William L. Nelson Trustee  
Witness [Signature] Register of Deeds

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 William L. Nelson Trustee, his successors and assigns, in trust for  
the uses and purposes hereinafter limited, described and declared. And the said part Y of the first part covenant(s) with the said  
Trustee that it seized of said premises in fee, and has the right to convey the same in fee simple; that the  
same are free from all encumbrances, and that it will warrant and defend the title to the same against the claims of any and  
all persons whomsoever.

PROVIDED, Nevertheless, and on this EXPRESS CONDITION, that if the said part Y 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 it 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 William L. Nelson Trustee, his successors or  
assigns, at the request of the said parties of the third part, or their 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 first advertising the same for a period of thirty  
days by posting a notice thereof at the courthouse in Winston-Salem, N. C., and also by publishing said notice at least once a week for  
four consecutive weeks within such thirty days, in some newspaper published in said County, therein appointing the date of said sale,  
and 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 paying 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 to law.

It is stipulated and agreed that in case the said part Y 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 Y of the  
first part or the title hereto be revested according to the provisions of law. And the said part Y of the first part covenant S and  
agree that it 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 parties 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 parties 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 Y 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 L. & H. LAND CO., a North Carolina Partnership,  
caused this instrument to be executed by its general partners,  
has [Signature] the day and year first above written.

L. &amp; H. LAND CO.

(SEAL)

L. &amp; H. LAND CO.

(SEAL)

By:

Edward Lee Hall

(SEAL)

By:

J. L. Lyon

(SEAL)

General Partner

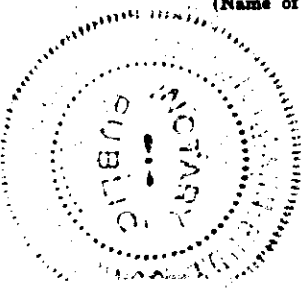
General Partner

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NORTH CAROLINA, FORSYTH COUNTY (Name of State and County where acknowledgment or proof is taken)

Patricia Ann Eudy, a Notary Public of Forsyth County, North Carolina,  
(Name of County and State where Notary qualified)  
Jesse R. Lyon  
Edward L. Hall trading as L. & H. Land Co. a North Carolina Partnership,  
(Name of owner or partner) (Name of business)

certify that the grantor, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for and on behalf of said business.



WITNESS my hand and official seal this 11th day of November, 19 68

Seal must appear here.  
Seal must be impressed sufficient for the notary's name to be readable.

Patricia Ann Eudy  
(Signature of Officer) Notary Public

My commission expires July 8, 1970

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  
(Name of Secretary or Assistant Secretary)

presence of said \_\_\_\_\_ President of said Corporation.



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 Patricia Ann Eudy NP  
(here give name and official title of the officer signing the certificate passed upon)  
Forsyth Co., NC.

is (are) certified to be correct. This the 12 day of Nov, A.D. 1968.

Eunice Ayers, Register of Deeds

Probate fee 25c paid.

By Luth Barrow Deputy-Assistant

Fee \$ \_\_\_\_\_ paid.

Drawn By Wm. J. Ayers

PRESENTED FOR  
REGISTRATION  
AND RECORDED  
NOV 12 12 02 PM '68  
EUNICE AYERS  
REGISTER OF DEEDS  
FORSYTH CO., N.C.  
\$3.00  
R.E.

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

FOR

TRUSTEE

TO

FROM

DEED OF TRUST

814 1101 1008

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