



DRAWN OUTSIDE FORSYTH COUNTY

# DEED OF TRUST

RETURN TO: 16  
EMPIRE ACCEPTANCE CO., INC.  
P. O. BOX 7291  
GREENSBORO, N. C. 27407

NORTH CAROLINA, Forsyth COUNTY

THIS INDENTURE, Entered into this 26 day of June, 19 73 by and between  
Herbert H. Gaddy and Louise H. Gaddy  
of Forsyth County, first party, James B. Liverbank Trustee, second party,  
and A. A. Discount Center, Inc., third party.

WITNESSETH, That whereas the first party is indebted to third party in the sum of Four Thousand  
Three Hundred Forty Four & 48/100 DOLLARS,  
for which said first party has executed and caused to be delivered to said third party one note of even date herewith for said amount,  
payable in 84 monthly installments of equal amounts, except the last, which is the same or of a lesser amount,  
beginning August 30, 1973, with interest after maturity at the highest lawful rate, and it has been agreed  
that the payment of said debt shall be secured by the conveyance of the land hereinafter described:

NOW, THEREFORE, in consideration of the sum of \$1.00 to the first party, paid by the second party, said first party has bar-  
gained, sold, given, granted and conveyed, and by these presents does bargain, sell, give, grant and convey to the said second party  
and his heirs and assigns, that tract of land in \_\_\_\_\_ Township, \_\_\_\_\_ County,  
described as follows:

Lot No. 139 on Plat of Easton, which plat is recorded  
in the Office of the Register of Deeds of Deeds of  
Forsyth County, North Carolina in Plat Book 14, page  
23(4), to which reference is made for a more particular  
description.

TO HAVE AND TO HOLD said land and premises, with all the rights, privileges and appurtenances thereunto belonging, to  
the second party and his heirs and assigns, upon the trust and for the uses and purposes following:

If the said first party shall fail to make any payment hereinbefore specified at the due date thereof, then all remaining installments shall become due  
at the option of the third party, and on application of said third party, or its assignee, or any other person who may be entitled to the moneys due, it shall  
be lawful for, and the duty of, the said party of the second part, to advertise said land in some newspaper published in the county in which said land is  
located at least once a week for four successive weeks; or if there be no newspaper published in said county, then in three or more public places in the county  
aforesaid, for thirty days, therein appointing a day and place of sale, and at such time and place to expose said lands at public sale to the highest bidder for  
cash, and upon such sale to convey title to the purchaser.

And the said second party after first retaining 5% of the proceeds of said sale, but not less than \$25.00 in any event, as compensation for making the  
sale, shall then pay the costs and necessary expenses of the sale and apply so much of the residue of said proceeds as may be necessary to discharge said  
note and all interest and other charges then due thereon in accordance with the terms of the note, and shall pay the surplus, if any, to said first party.

The parties of the first part agree to make timely payments of all taxes and assessments and to keep the buildings on the said premises properly insured  
in favor of the party of the third part as its interest may appear and it is further agreed that if the party of the first part fails in this respect and the party  
of the third part advances any moneys in payment of such taxes, assessments or insurance premiums, the amount so expended shall be deemed principal money  
and be payable when the next installment is due under the note secured hereby.

The parties hereto do covenant and agree that if the trustee dies, becomes incapable of acting, renounces his trust, or for other reason becomes unac-  
ceptable to the third party, then the third party may appoint, in writing, a trustee to take the place of the second party, and upon the probate and registration  
of the same the trustee thus appointed shall succeed to all rights and powers of the second party.

Any statement of facts or recital by said trustee in this deed in relation to the non payment of the money secured to be paid, the amount due, the adver-  
tisement, sale, receipt of the money, and the execution of the deed to the purchaser, shall be received as prima facie evidence of such fact. If said first party  
shall pay off said note and interest and discharge fully the trusts, as herein declared, before such sale, then this instrument shall become null and void, other-  
wise to remain in full force and effect.

And the said party of the first part, doth covenant to and agree with said party of the second part, his heirs and assigns: That they are the owner and  
seized of said premises in fee simple; That they have the right to convey the same; That the same are free from any encumbrances whatsoever; That they  
will forever warrant and defend the title to the same from the lawful claims of all persons whomsoever; and that they will execute such further deed or deeds  
as may be necessary or proper to carry out the true intent and purpose of this trust.

Whenever used herein, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN TESTIMONY WHEREOF, the said first party does hereunto subscribe its respective names and affix its seals.

WITNESS: Bill Hill Louise H. Gaddy (SEAL)  
Herbert H. Gaddy (SEAL)

State of North Carolina  
County of Guilford  
I, Bill Hill, a Notary Public of Guilford  
County, North Carolina, certify that Bill Hill personally appeared before me this day,  
(Name of subscribing witness)

and being duly sworn, stated that in his presence Herbert H. Gaddy and Louise H. Gaddy  
(Names of makers)

signed the foregoing instrument.  
WITNESS my hand and official seal, this the 19th day of July, 19 73  
My commission expires: 8-31-76 Betty J. Ireland Notary Public

BOOK 111 OP 1047

4-24 RV-2

STATE OF NORTH CAROLINA, COUNTY, I, a Notary Public do hereby certify that personally appeared before me this day and acknowledged the due execution of the foregoing instrument, for the purposes therein expressed. Witness my hand and notarial seal, this day of A. D., 19 My commission expires Notary Public

STATE OF NORTH CAROLINA, COUNTY. The foregoing certificate of, a Notary Public of County, is adjudged to be correct. Therefore, let the instrument, with the certificates be registered. Witness my hand, this day of A. D., 19 Clerk Superior Court

ASSIGNMENT

STATE OF North Carolina COUNTY OF Guilford FOR VALUE RECEIVED, A. P. Discount Center, Inc. does hereby transfer, assign, and set over to the Empire Acceptance Co., Inc. P.O. Box 7291 Greensboro N.C. its successors and assigns, the within Deed of Trust and the Note which same secures, without recourse. DATED this 19th day of July, 1973. (Corporate Seal) Secretary (If Corporation) A. P. Discount Center, Inc. President, Owner, Partner

(Corporate Acknowledgement) STATE OF North Carolina COUNTY OF Guilford I, the undersigned, Notary Public, certify that Margaret Donahut came before me this day and acknowledged that he/she is Secretary of A. P. Discount Center, Inc. a corporation, and that, by authority duly given and as the act of the corporation, the foregoing assignment was signed in its name by its President sealed with its corporate seal and attested by himself/herself as its Secretary. SWORN to before me this 20th day of July, 1973. Betty J. Leland NOTARY PUBLIC My Commission Expires: 8-31-76

(Partnership or Sole Owner Acknowledgement) STATE OF COUNTY OF Notary Public, certify that

STATE OF NORTH CAROLINA—Forsyth County The foregoing (or annexed) certificates of Betty J. Leland, N.P. (here give name and official title of the officer signing the certificate, passed upon) Guilford Co., N.C.

are certified to be correct. This the 27th day of July 1973.

Probate fee 50¢ paid.

PRESENTED FOR REGISTRATION AND RECORDED

JUL 27 10 31 AM '73

EUNICE AYERS REGISTER OF DEEDS FORSYTH CTY. N.C.

300

RB

Eunice Ayers, Register of Deeds

By Ruth M. Dancy Deputy Assistant

I hereby certify that the within Deed of Trust was filed for record in my office at o'clock on the 19th day of July, 1973, and was immediately entered upon the proper indices and duly recorded in Book of Real Estate Mortgages, page County, Register of Deeds for North Carolina. Return To:

DEED OF TRUST

STATE OF NORTH CAROLINA COUNTY OF

TO

BOOK 111 OR 1048

424 RV 2