

6487



6487
DRAWN OUTSIDE FORSYTH COUNTY
This instrument prepared by Betty Leiland, P. O. Box 11282 Greensboro, N. C.
RETURN TO: H. C.

19 DEED OF TRUST

EMPIRE ACCEPTANCE CO., INC.
P. O. BOX 7291
GREENSBORO, N. C. 27407

NORTH CAROLINA, Forsyth COUNTY

THIS INDENTURE, Entered into this 19 day of January, 1974 by and between
Charlie L. Clemens and Carolyn M. Clemens
of Forsyth County, first party, James B. Livenbark Trustee, second party,
and A. R. Discount Center, Inc., third party.

WITNESSETH, That whereas the first party is indebted to third party in the sum of Two Thousand
Eight Hundred Seventy Three & 1/2 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 30 monthly installments of equal amounts, except the last, which is the same or of a lesser amount,
beginning March 25, 1974, 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:

BEGINNING at an iron stake in the east margin of Machine Street,
said iron being 215 feet south of Snyder Street (now 25th Street)
and running South with Machine Street 50 feet to the northwest
corner of Lot No. 102; thence East with the line of Lot No. 102,
158.8 feet to Whitfield line (now Elvin Jerry Jones et ux);
thence in a Northerly direction 50 feet to an iron; thence in a
Westerly direction 157.2 feet to the beginning. Being known and
designated as Lot No. 103 on the map of Alexander Heights as re-
corded in Plat Book 1, page 36, in the office of the Register of
Deeds of Forsyth County, North Carolina.

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 hereto subscribe its respective names and affix its seals.

Charlie L. Clemens (SEAL)

Carolyn M. Clemens (SEAL)

WITNESS: Bill Hill

State of North Carolina

County of Forsyth

I, Bill Hill, a Notary Public of Forsyth 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 Charlie L. Clemens & Carolyn M. Clemens
(Names of makers)

signed the foregoing instrument.

WITNESS my hand and official seal, this the 25 day of January, 1974
My commission expires: 8-31-76

Betty J. Riddick Notary Public

BOOK 1121P0045

RECORDER'S MEMO
RECORD OF POOR QUALITY DUE TO
CONDITION OF ORIGINAL DOCUMENT.

424 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, R. P. Riccardi, Inc., of Greensboro, N.C. does hereby transfer, assign, and set over to the Empire Receptance Co., Inc., P.O. Box 11282, Greensboro, N.C. its successors and assigns, the within Deed of Trust and the Note which same secures, without recourse. DATED this 25th day of January, 1974. (Corporate Seal) R. P. Riccardi, Inc. Secretary (If Corporation) R. P. Riccardi, Inc. President, Owner, Partner

(Corporate Acknowledgement) STATE OF North Carolina COUNTY OF Guilford I, Betty J. Ireland, Notary Public, certify that Margaret R. Ireland came before me this day and acknowledged that he/she is Secretary of R. P. Riccardi, 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 25th day of January, 1974. Betty J. Ireland NOTARY PUBLIC My Commission Expires: 8-31-74

STATE OF NORTH CAROLINA—Forsyth County The foregoing (or annexed) certificate of Betty J. Ireland, N.P. (here give name and official title of the officer signing the certificate passed upon) Guilford Co., N.C. is (are) certified to be correct. This the 30th day of January, 1974. Eunice Ayers, Register of Deeds By Ruth M. Darby Deputy Assistant

Probate fee 50¢ paid.

PRESENTED FOR REGISTRATION AND RECORDED

JAN 30 11 35 AM '74

7 30 PM EUNICE AYERS REGISTER OF DEEDS FORSYTH CTY N.C. RB

I hereby certify that the within Deed of Trust was filed for record in my office at o'clock on the 30th day of January, 1974, and was immediately entered upon the proper indexes and duly recorded in Book of Real Estate Mortgages, page of Register of Deeds for County, North Carolina. Return To:

DEED OF TRUST

STATE OF NORTH CAROLINA COUNTY OF

TO

EX 1121 P 0046

424 RV-2