

# DEED OF TRUST

EMPIRE ACCEPTANCE CO., INC.  
P. O. BOX ~~7291~~ 11282  
GREENSBORO, N. C. 27407

THIS INDENTURE, Entered into this 8 day of March, 1974 by and between

WITNESSETH, That whereas the first party is indebted to third party in the sum of Eight Thousand ...  
Two Hundred Thirty Eight and 12/100 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 May 17, 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:

and his heirs and assigns, that tract of land in. . . . Township, . . . . County,  
described as follows:

Being known and designated as Lots 8, 9, and 10 as shown on the map of G. W. Childress property, recorded in Plat Book 6, page 157 in the office of the Register of Deeds of Forsyth County, N. C. to which map reference is hereby 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 unacceptable 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 advertisement, 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, otherwise 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 seised 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: Bell Hall

State of North Carolina

County of \_\_\_\_\_

1. *The undersigned*  
County, North Carolina, certify that

a Notary Public of

*See this*  
(Name of subscribing witness)

personally appeared before me this day.

and being duly sworn, stated that in his presence

signed the foregoing instrument.

WITNESS my hand and official seal, this the  
day commission expires: 8-31-76

21

day of

**Notary Public**

BOOK 1124P0136

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. A. Discount Center, Inc. of Greensboro does hereby transfer, assign, and set over to the Empire Acceptance Corp., 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 day of March, 1974. (Corporate Seal) Secretary (If Corporation) President, Owner, Partner

(Corporate Acknowledgement) STATE OF North Carolina, COUNTY OF Guilford I, the undersigned, Notary Public, certify that Eugene Douthett came before me this day and acknowledged that he/she is secretary of A. A. 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 day of March, 1974. Betty J. Penland, Notary Public My Commission Expires: 8-31-76

STATE OF NORTH CAROLINA—Forsyth County

The foregoing (or annexed) certificate of Betty J. Penland, 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 27th day of March, 1974.

Eunice Ayers, Register of Deeds

Probate fee 50¢ paid.

By Ruth M. Basler Deputy Assistant

PRESENTED FOR  
REGISTRATION  
AND RECORDED  
MAR 27 3 03 PM '74  
EUNICE AYERS  
REGISTER OF DEEDS  
FORSYTH CTY. N.C.  
\$300 RB

DEED OF TRUST

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

TO

STATE OF NORTH CAROLINA  
COUNTY OF

BOOK 1124P0137