



Mail to

Frye Box

(Name)

(St. & No. or R.F.) 25

(City)

(State)

STATE OF NORTH CAROLINA
COUNTY OF FORSYTH

DEED OF TRUST

This Indenture, made this 12th day of April, 1976, by and between
S & J HOMEBUILDERS, a general partnership of North Carolina

part Y of the first part, and Leslie G. Frye Trustee, party of the second part,
W. L. TILLEY and wife VIOLA TILLEY and
and R. J. MARKLAND and wife, RUTH MARKLAND part ies of the third part;

WITNESSETH, Whereas, the said part Y of the first part being indebted to said part ies of the third part
in the principal sum of Three Thousand Six Hundred and no/100--- Dollars for balance of purchase
price of real estate as evidenced by note(s) of even date herewith, as follows:

1. note in the amount of \$3,600.00 with interest at the rate of EIGHT(8%) per annum,
being due and payable in full 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 as granted, bargained and sold and by these presents do
grant, bargain, sell and convey unto the said Leslie G. Frye 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 KNOWN AND DESIGNATED as Lot Number 9 as shown
on the Map of McGregor Manor as recorded in Plat Book 25,
page 106 in the Office of the Register of Deeds, Forsyth
County, North Carolina to which reference is hereby made
for a more particular description.

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 Leslie G. Frye 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 they are seized of said premises in fee, and have 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 Leslie G. Frye 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 giving all notices of hearing and sale for the time and in
the manner prescribed by applicable law, and thereafter 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 applying 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 law.

It is stipulated and agreed that in case the said parties 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 s 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 party of the first part

has S hereunto set its hand s and seal s the day and year first above written.

S & J HOMEBUILDERS, a general partnership

By: E. Wayne Jones (SEAL)

E. WAYNE JONES, partner

(SEAL)

By: Arvil A. Stanley (SEAL)

ARVIL A. STANLEY partner (SEAL)

88.1

BOOK 1170P1438

STATE OF NORTH CAROLINA
COUNTY OF FORSYTH

DEED OF TRUST

This indenture, made this 24th day of April, 1976, by and between S & J HOMEBUILDERS, a general partnership of North Carolina (part Y of the first part, and Leslie G. Frye Trustee, party of the second part, W. L. TILLEY and wife VIOLA TILLEY and (part Y of the first part, and Leslie G. Frye Trustee, party of the second part, and R. J. MARKLAND and wife, ROSE MARKLAND part 122 of the third part:

WITNESSETH, Whereas, the said part Y of the first part being indebted to said part 122 of the third part in the principal sum of Three Thousand Six Hundred and no/100--- Dollars for balance of purchase price of real estate

as evidenced by note(s) of even date herewith, as follows:
1 note in the amount of \$3,600.00 with interest at the rate of EIGHT(8%) per annum, being due and payable in full one year from date, the payment whereof the said part Y of the first part desires 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 122 granted, bargained and sold and by these presents do grant, bargain, sell and convey unto the said Leslie G. Frye 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 KNOWN AND DESIGNATED as Lot Number 9 as shown on the Map of McGregor Manor as recorded in Plat Book 25, page 106 in the Office of the Register of Deeds, Forsyth County, North Carolina to which reference is hereby made for a more particular description.

TO HAVE AND TO HOLD The said premises, together with all the privileges and appurtenances thereto belonging, incident or appertaining thereto, unto the said Leslie G. Frye 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 covenants(s) with the said Trustee that they are seized of said premises in fee simple, 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 Leslie G. Frye 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 giving all notices of hearing and sale for the time and in the manner prescribed by applicable law, and thereafter 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 applying 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 law.

It is stipulated and agreed that in case the said part 122 of the first part shall pay off said note(s) and interest and shall discharge 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 covenants(s) and agrees 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 part 122 of the third part, less, 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 part 122 of the third part, or assigns, then the amounts so expended 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 party of the first part

has hereunto set its hand and seal the day and year first above written
S & J HOMEBUILDERS a general partnership
By: E. Wayne Jones (SEAL) By: Amvil A. Stanley (SEAL)
E. WAYNE JONES, partner AMVIL A. STANLEY (SEAL)

EX1170P1438

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

I, Maxine M. Hicks, a Notary Public of Forsyth County, North Carolina,
(Name of County and State where Notary qualified)

certify that ARVIL A. STANLEY ~~reading as~~ a partners of S & J HOMEBUILDERS, a general partnership
(Name of owner or partner) (Name of business)

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



OFFICIAL SEAL
Notary Public, North Carolina
County of Forsyth

MAXINE M. HICKS must appear here.
My Commission Expires September 1976
Seal must be impressed sufficient
for the notary's name to be readable.

WITNESS my hand and official seal this 12 day of April, 1976

Maxine M. Hicks
(Signature of Officer) Notary Public

My commission expires 9-1-79

Witness my hand and official seal, this _____ day of _____, 19____.

PLACE
N.P. SEAL
HERE

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.

PLACE
N.P. SEAL
HERE

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 Maxine M. Hicks, N.P.
(here give name and official title of the officer signing the certificate, passed upon)

Forsyth Co., N.C.

is (are) certified to be correct. This the 13 day of April, A.D. 1976.

Eunice Ayers, Register of Deeds

Elizabeth J. Smith Deputy-Assistant

Probate fee 50¢ paid.

Filing fee \$ 3.00 paid.

Drawn By

Leslie D. Gray

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

FOR

TRUSTEE

TO

FROM

DEED OF TRUST

PRESENTED FOR
REGISTRATION
AND RECORDED

APR 13 11 21 AM '76

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

887 LD

BOOK 1170P 1439