

Mail to Erve Bop (Name) (St. & No. or R.F.D.) 76 (City) (State)

STATE OF NORTH CAROLINA
COUNTY OF FORSYTH

DEED OF TRUST

This Indenture, made this 6th day of July, 1976, by and between
S & J HOMEBUILDERS, A NORTH CAROLINA PARTNERSHIP

part y of the first part, and Leslie G. Erve Trustee, party of the second part,
and C. RICHARD SHAW and wife BERTHA R. SHAW parties of the third part;

WITNESSETH, Whereas, the said part y of the first part being indebted to said parties of the third part
in the principal sum of THREE THOUSAND AND NO/100 Dollars for balance of purchase
price for real estate as evidenced by note(s) of even date herewith, as follows:
One note in the amount of \$3,000.00 plus interest at the rate of 8% per annum
being due and payable as more fully set out in note.

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 es
grant, bargain, sell and convey unto the said Leslie G. Erve Trustee, his successors, or assigns, that certain
piece, parcel, lot or tracts of land lying in Forsyth County, and more particularly described as follows:

TRACT I: BEGINNING at an iron stake in the Western right of way line of Cooper Road, said
iron stake being the Southeastern corner of Lot 22, Fred Swaim Estate, Plat Book 19, page
27, Forsyth County Registry, said iron stake also being located 280 feet from the intersection
of Cooper Road and Fraternity Church Road and running thence from said point of
beginning with the Western right of way line of Cooper Road South 31° 42' West 167 feet to
an iron stake located in the Western right of way line of Cooper Road, running thence North
56° 50' West 201.6 feet to an iron stake in the Eastern property line of Lot 23, Fred Swaim
Estate, Plat Book 19, page 27, Forsyth County Registry, running thence with the Eastern
line of Lot 23, North 0° 54' East 27 feet to an iron stake in the Eastern line of Lot 23, said iron
stake being the Southwestern corner of Lot 22, as shown on the above referenced plat; running
thence with the South line of Lot 22, North 88° 55' East 256.19 feet to the point and place of
BEGINNING, said description is in accordance with a survey dated June 30, 1976, entitled
property of S & J Homebuilders, by Joseph Parks Bennett, R. L. S.

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. Erve Trustee, his successors and assigns, in trust for
the uses and purposes hereinafter limited, described and declared. And the said party y of the first part covenant(s) with the said
Trustee that it is 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 Leslie G. Erve 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 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 S & J HOMEBUILDERS, A North Carolina Partnership
has s hereunto set its hand and seal the day and year first above written.

S & J HOMEBUILDERS, Partnership (SEAL)

By: E. Wayne Jones (SEAL)
E. WAYNE JONES, Partner

(SEAL)
By: Arvil A. Stanley (SEAL)
ARVIL A. STANLEY, Partner

BOOK 1178P0661

STATE OF NORTH CAROLINA—Forsyth County

I, _____, a Notary Public of Forsyth County, North Carolina, do certify that _____ and his wife, _____ 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

I, Maxine W. Hicks, a Notary Public of Forsyth County, North Carolina, do certify that E. WAYNE JONES and ARVIL A. STANLEY General Partners Trading As S & J HOMEBUILDERS, A North Carolina Partnership 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 7 day of July, 1976.



Maxine W. Hicks Notary Public
My commission expires: Sept. 1, 1979

STATE OF NORTH CAROLINA—Forsyth County

This _____ day of _____, A.D., 19____, personally came before me, _____, a notary public, _____ (Name of Secretary or Assistant Secretary) who, being by me 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 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 Maxine W. 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 14 day of July A.D. 19 76

Eunice Ayers, Register of Deeds

By Jessie Golden Deputy-~~Assistant~~

Probate fee 50¢ paid.

Filing fee \$ 3.00 paid.

Drawn By Jessie H. Fry

PRESENTED FOR
REGISTRATION
AND RECORDED

JUL 14 2 40 PM '76

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

1030 876

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

BERTHA R. SHAW

C. RICHARD SHAW and wife

FOR

Leslie G. Frye
TRUSTEE

TO

S & J HOMEBUILDERS, PARTNERSHIP

FROM

DEED OF TRUST

BOOK 178P0662