e de la companya de l Companya de la companya de la company		
X	- 61	PRESENTED FOR REGISTENTION AND DECTIONED AND DECTIONED
SATISFACTION: The debt secured by the together with the note(s) secured thereby ha This the day of Signed:	s been satisfied in full.	L.E. SPEAS REGISTER OF DEEDS FORSYTH CTY. H.C.
 Tax Lot No	Parcel Identifier No	·····
Verified by	County on the day of	, 19
by		
Mail after recording to PARKS ROBER	TS BOX	
I his instrument prepared by	MATAMOROS	
Brief description for the index		
NORTH (AROLINA DEED	OF TRUST
		by and between:
GRANTOR	TRUSTEE	BENEFICIARY
S & D, a North Carolina general partnership	PARKS ROBERTS	P. G. BARKER REAL ESTATE, INC.
general partnership Enter in appropriate block for each party: name	me, address, and, if appropriate, charact	ESTATE, INC.
general partnership Enter in appropriate block for each party: nar The designation Grantor, Trustee, and Beneficiary plural, masculine, feminine or neuter as required b	me, address, and, if appropriate, charact as used herein shall include said parties, their H y context.	ESTATE, INC. er of entity, e.g. corporation or partnership. heirs, successors, and assigns, and shall include singular.
general partnership Enter in appropriate block for each party: nam The designation Grantor, Trustee, and Beneficiary. plural, masculine, feminine or neuter as required b WITNESSETH, That whereas the Grantor is indel THOUSAND AND NO/100* * *	me, address, and, if appropriate, charact as used herein shall include said parties, their h y context. bted to the Beneficiary in the principal sum of * * * * * * * * * * * * *	ESTATE, INC. ter of entity, e.g. corporation or partnership. heirs, successors, and assigns, and shall include singular. <u>ONE HUNDRED SEVENTY-FIVE</u> * * * * * * * bollors (\$ 175,000.00)
general partnership Enter in appropriate block for each party: name The designation Grantor, Trustee, and Beneficiary. plural, masculine, feminine or neuter as required by WITNESSETH, That whereas the Grantor is indele THOUSAND AND NO/100* * * as evidenced by a Promissory Note of even date here Promissory Note, if not sooner paid, isApri.	me, address, and, if appropriate, charact as used herein shall include said parties, their h y context. beted to the Beneficiary in the principal sum of * * * * * * * * * * * * * * * * * * *	ESTATE, INC. erer of entity, e.g. corporation or partnership. heirs, successors, and assigns, and shall include singular. <u>ONE HUNDRED SEVENTY-FIVE</u> * * * * * * * * Dollars (\$ 175,000.00), erein by reference. The final due date for payment of said
general partnership Enter in appropriate block for each party: name The designation Grantor, Trustee, and Beneficiary, plural, masculine, feminine or neuter as required by WITNESSETH, That whereas the Grantor is indely THOUSAND AND NO/100* * * as evidenced by a Promissory Note of even date here Promissory Note, if not sooner paid, is <u>Apri</u> . NOW, THEREFORE, as security for said indebtednee (including attorneys fees as provided in the Promissory) sold, given, granted and conveyed and does by thess	me, address, and, if appropriate, charact as used herein shall include said parties, their hy context. bted to the Beneficiary in the principal sum of * * * * * * * * * * * * * * rewith, the terms of which are incorporated he 1 , 1986 ss, advancements and other sums expended by Ber	ESTATE, INC. ter of entity, e.g. corporation or partnership. heirs, successors, and assigns, and shall include singular. <u>ONE HUNDRED SEVENTY-FIVE</u> * * * * * * * bollors (\$ 175,000.00)
general partnership Enter in appropriate block for each party: nat The designation Grantor, Trustee, and Beneficiary: plural, masculine, feminine or neuter as required b WITNESSETH, That whereas the Grantor is indel THOUSAND AND NO/100* * * as evidenced by a Promissory Note of even date her Promissory Note, if not sooner paid, is <u>Aprin</u> NOW, THEREFORE, as security for said indebtedneed	me, address, and, if appropriate, charact as used herein shall include said parties, their h y context. bted to the Beneficiary in the principal sum of * * * * * * * * * * * * * * * * * * *	ESTATE, INC. Let of entity, e.g. corporation or partnership. heirs, successors, and assigns, and shall include singular. <u>ONE HUNDRED SEVENTY-FIVE</u> * * * * * * * <u>Dollars (\$ 175,000.00)</u> , erein by reference. The final due date for payment of said meficiary pursuant to this Deed of Trust and costs of collection of which is hereby acknowledged, the Grantor has bargained. to said Trustee, his heirs, or successors, and assigns, the Hington
general partnership Enter in appropriate block for each party: name The designation Grantor, Trustee, and Beneficiary plural, masculine, feminine or neuter as required by WITNESSETH, That whereas the Grantor is indeled THOUSAND AND NO/100* * * as evidenced by a Promissory Note of even date her Promissory Note, if not sconer paid, is	me, address, and, if appropriate, charact as used herein shall include said parties, their h y context. bted to the Beneficiary in the principal sum of * * * * * * * * * * * * * * * * * * *	ESTATE, INC. ter of entity, e.g. corporation or partnership. heirs, successors, and assigns, and shall include singular. <u>ONE HUNDRED SEVENTY-FIVE</u> * * * * * * * Dollars (\$_175,000.00), erein by reference. The final due date for payment of said meficiary pursuant to this Deed of Trust and costs of collection of which is hereby acknowledged, the Grantor has bargained, to said Trustee, his heirs, or successors, and assigns, the <u>Winston</u> Township,

Block 3452 12 L 420 K Lot

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Poster Hinting Co., Ind. A. Box 1756, Kakigh, N.C. 27619

TOHAVE AND TOUC										
set forth; ·	LU SUS Premises wit	hall privileges and a	pportenances thereun to bek	rande, lo said Trustee	, his heirs, suc	ccessors, and ass	igns forever, upon	the trusts, terms an	d conditions, and f	or the uses hereinal
the covenants, terms and payment of any sums due terms or conditions of the writin fifteen (15) days aff for cash, after having first and place of such safe mass a full code any farmers	the rote secure in here conditions of this Den under the Note, this D Note secured hereby er written notice, the given such notice of ch manner as may th	toy in accordance wi so of Trust, then this bert of Trust or any rotation any failure or ne mand in any of such bearing as to comme on be provided by la-	In its terms, together with in s conveyance shall be null an other instruments securing the glect to comply with the corre- events, without further notic encement of foreclosure proco- w. and upon such and any res- w. and upon such and any res-	terest thereon, and an i void and may be can e Note and such defaul mants, terms or condit w, it shall be lawful for wings and obtained s lifes and provi coundia	renewals or a telled of record iss sof curred ons containe and the duty soft findings of provide the	extensions then d at the request within ten (10) & d in this Deed of of the Trustee, of the Trustee, of courts	of its whole or its p and the expense of 175 from the due da Trust er any othe spon request of the is may then be requ	117. all other sums see the Grantor II, how le, or (b) of there shall r matrument securit Beneficiary, to sell th ured by law and give	cured hereby and a ever, there shall b I be default in any c 20 the Note and su the land herein com ing such police an	hall comply with all eany default (as in) of the other corenan th default in not cun eyed at public suction of advertision the for
The proceeds of the Sale collection, taxes, assessme	shall after the Trust ats, costs of recordir	tee retains his come	tee shall be authorized to ret aission, together with reason acidental expenditures, the a o foreclosures. The Tenstor's	able attorneys fors in	esent him in surred by the	such proceeding Trustee in such	proceeding, be app	lied to the cents of ea	of sale focurivey b	the to the purchases
hereof and otherwise as re greater, for a completed in	quired by the then ex	isting law relating t	o foreclosures. The Trustee's	commission shall be	e hereby secur ive servest (S	red and advance	ments and other s	ans expended by the	Beneficiary accor	not issuited to, costs ding to the provisio
percent (5%) of the outstan to foreclosure, one half (%) And the said Grantor do 1. INSURANCE, Grante	Sing indebtedness or i "Dereof alter gesuand es hereby convenant shall keen all immo	the above stated min the above stated min ce of said notice; the and agree with the	o foreclosures. The Truster's sencel, but not completed, th unum sum, whicherer is greater the fourths (%) thereof after a Truster as follows:	Grantor shall pay all ter, maccordance with with hearing; and the	expenses incu i the following greater of the	nred by Trustee Schedule to will full commission	uncluding reasons one fourth (4) the or minimum sum	or the himmon son able attorneys lees an mod before the Trus s after the initial sale	n of \$ d a partial commus tee issues a notice o 2.	whichever son computed on B of bearing on the rig
such manner and in such o pay all premiums therefor therefor or deliver said pol secured by this Deed of Tr installments, applied in th 2. TAXES, ASSESSMEI	impanies and for suc and shall deliver to I cies along with eride ust, and shall be due i inverse order of ma iTS, CHARGES, Gra	weneries of and an h smounts, not less Beneficiary such so ence of payment of p and payable upon d turity of such instal intor shall payall ta	Trustee as follows: d, now or hereafter erected, c than that a mount necessary inces along with evidence of p remiums thereon, them Bene emand of Beneficiary All pn liments or to the repair or ro Xes, assessments and charge- then Reneficing a shin and charge-	onstantly insured for o pay the sum secured remum payment as i ficiary, at his option, i sceeds from any insur- struction of any in this fruction of any in this truction of any in	the benefit of i by this Deed ong as the No may purchase ance so maint provements I	the Beneficiary a of Trust, and as to secured hereb such msourance lained shall at the located upon the	egainst loss by fire may be satisfactor 77 remains unpaid Such amounts paid the option of Benefa Property.	windstorm and suc y to the Beneficiary (If Grantor fails to p and by Beneficiary sh ciary be applied to th	h other casualties Grantor shall purc urchase such insu all be added to the added to the ce debt secured her	and contingencies, hase such insurant rance, pay premiut principal of the No reby and al payable
and pavable upon demand	of Penelicines		100 100 100 100 100 100 100 100 100 100	, may pay the same in	The amounts	so much shall be	Mad to the server	and add to be added	o occurre que tata	ne crent that brant
possession of such land and secured hereby.	improvements, to re	ent same, at any rea	sonable rate of rent determin	ed by Beneficiary, and	d profits from After deducti	t the land and a ling from any su	ny improvements	thereon, and authors	ues Beneficiary to	enter upon and tal
provision is included in the	Deed of Trust, Grant	tor must strictly con	aply with the terms thereof. N	described property u lotwithstanding anyth	niess a specifi hing herein co	ic provision prov stancel. Granic	riding therefor is i	ncluded in this Deed	of Trust In the e	rent a partial releas
6. CONDEMNATION. In to receive and collect all da	their use, and that he the event that any or	e will not commit or all of the Premises s	hote, this been of Frust, an herein conveyed in as good or of permit any waste. hall be condemned and taken	inder the power of emi	nent domain.	frantor shall ei	e wear and lear exc	epted.and will comp	ly with all govern:	nental requirement
ndebtedness due hereunde 7. WARRANTIES. Grant	r and if payable in in a covenants with Tr	stallments, applied	r permit any waste. hall be condemned and taken g, and the right to such dami in the inverse order of matur y that be is seized of the Prem	iges hereby is assigne ity of such installmen	d to Beneficia Is, or to any a	iry who shall ha alteration, repai	ve the discretion i r or restoration of	the Fremises by Gra	ary and Beneficiar so received, or any intor.	r shall have the right r part thereof, to th
	the the time against	rise rawini ciataia c	a all persons whomsoever, er	cept for the exception	s hereinafter	stated. Title to	fee simple, that to the property herei	tle is marketable and nabove described is :	free and clear of all subject to the folk	lencumbrances, an wing exceptions:
(a) Taxe	s for t	he year	: 1985 and	subsequ	ent y	ears.				
(b) All	easemen	ts and	restrictio	ns of r						
8. SUBSTITUTION OF T eason the holder of the Not acceed to all rights, power	RUSTEE. Grantor 2 e desires to replace sa and duties of the Tr	nd Trustee covenan id Trustee, then the ustee.	t and agree to and with Bene cholder may appoint, in writ	iciary that in case the	said Trustee.	.or any successo Trustee, and u	r trustee, shall die on the probate an	, become incapable o d registration of thes	facting, renounce	his trust, or for an
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on behalf of said La Notary Public of the County and state aforesaid, certify that Loyd R. Daniel, Jr. and B. Dale general-partnership. Stancil, Partners of S & D, a North Carolina general partnership, Grantor, OFFICIAL STATE FOR A STATE AND My commission explices Aug. 25 SEAL-STAMP NORTH CAROLINA, County. I, a Notary public of the County and state aforesaid, certify that personally appeared before me this day and acknowledged thathe is Grantor, Secretary of ... a North Carolina corporation, and that by authority duly given and as an act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by as its Witness my hand and official stamp or seal, this _____ day of Secretary, , 19. My Commission Expires: Notary Public The foregoing Certificate(s) of LONG C S NC is certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof. REGISTER OF DEEDS FOR <u>401544</u> COUNTY Deputy/Assistant-Register of Deeds Deputy/Assistant-Register of Deeds

N.C. Bar Assn. Form No. 5 = 1976, Revised = 1985 PROBATE FEE \$1.00 PAID ted by Agreement with the N.C. Bar Assn.

EXHIBIT A

-7

TRACT 1: BEGINNING at a stone at Bridge in Lick-Fork Creek; thence North 3 deg. 38 min. East 305 feet to an iron; thence North 62 deg. 45 min. East 53 feet to an old stone and iron; thence North 69 deg. East with a line of Mrs. E. V. Kiger's property 1,463 feet to an iron; thence North 23 deg. 45 min. West with a line of said Kiger property 774.4 feet to an iron stake; thence North 78 deg. 30 min. East 584.3 feet to a stone; thence North 78 deg. East 291.6 feet to an iron, the corner of R. J. Hunter and G. M. Hauser property; thence South 8 deg. 35 min. East 150 feet to an iron; thence continuing with said course South 8 deg. 35 min. East 477 feet to a stake in or near Lick-Fork Creek; thence with the said Lick-Fork Creek the following courses: South 64 deg. West 146 feet; thence South 70 deg. 35 min. West 242.4 feet; thence South 65 deg. 10 min. West 219 feet; thence South 20 deg. West 107 feet; thence South 44 deg. 40 min. West 359 feet; thence South 26 deg. West 85 feet; thence South 50 deg. West 90.5 feet; thence South 43 deg. West 49 feet; thence South 46 deg. West 45 feet; thence South 40 deg. West 140 feet; thence South 25 deg. West 132 feet; thence South 54 deg. West 245 feet; thence South 74 deg. West 188 feet; thence South 80 deg. West 140 feet; thence South 76 deg. 40 min. West 367 feet to the place of BEGINNING. Containing 26.48 acres, more or less, and as surveyed by C. M. Miller, C.E., May 30, 1942, to which survey and blueprint reference is hereby made for a more definite description and being the property known as the Jack Rominger place and an area of bottom land which adjoins it.

TRACT 2:

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BEGINNING at an iron stake located in the west line of Lot 20 as shown on the Plat of Forsyth Knoll, recorded in Plat Book 7, page 121 in the Office of the Register of Deeds of Forsyth County, N.C., said beginning point being located South 7 deg. 21 min. East 11.47 feet from the northwest corner of said Lot 20; running thence North 77 deg. 56 min. East 137.55 feet, more or less, to a point located in the east line of said Lot 20; running thence with the east line of said Lot 20, South 10 deg. 00 min. East 279.6 feet, more or less, to an iron stake located at the southeast corner of said Lot 20; running thence South 79 deg. 21 min. West 145.8 feet to an iron stake located at the southwest corner of said lot; running thence North 7 deg. 21 min. West 271.43 feet to the point and place of BEGINNING. Being the major portion of Lot 20 as shown on the Map of Forsyth Knoll, recorded in Plat Book 7, page 121 in the Office of the Register of Deeds of Forsyth County, N.C.

EXCEPTED FROM the above-described lot is a portion of said lot which lies within a 60-foot roadway easement as described in Statement of Dedication which is recorded in Book 1473, page 1634 in the Office of the Register of Deeds of Forsyth County, N.C.