

# CONSUMER CREDIT DOCUMENT

BOOK 1677 PAGE 3183  
P 3183

SAISFICATION: The debt secured by the within Deed of Trust together with the note(s) secured thereby has been satisfied in full.

This the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_  
Signed: \_\_\_\_\_

PRESENTED FOR  
54 REGISTRATION  
AND RECORDED

Oct 6 1 33 PM '89  
Recording Time, Book and Page

Tax Lot No. \_\_\_\_\_ Parcel Identifier No. \_\_\_\_\_  
Verified by \_\_\_\_\_ County on \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_  
by \_\_\_\_\_  
Mail after recording to: Goldome Credit Corporation, Two Perimeter Park South, P.O. Box 43200  
Birmingham, Alabama 35243  
This instrument was prepared by Phyllis Brown  
Brief description for the Index 2711 Clement Street

## NORTH CAROLINA DEED OF TRUST & Assignment

THIS DEED OF TRUST made this 18th day of September, 19 89, by and between:

GRANTOR	TRUSTEE	BENEFICIARY
Odell Marshall & Wife, Delores E. Marshall 2711 Clement Street Winston-Salem, N. C. 27127	LLOYD K. SWARINGEN P. O. Box 469 Fayetteville, NC 28302	W. & M. Builders, Inc. 592 Waughtown Street Winston-Salem, N. C. 27107.

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

The designation Grantor, Trustee, and Beneficiary as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, That whereas the Grantor is indebted to the Beneficiary in the principal sum of Eight Thousand, Seven Hundred  
and no/100's ----- Dollars (\$ 8,700.00)

as evidenced by a promissory note of even date herewith, the terms of which are incorporated herein by reference, with 96 monthly  
installments of \$161.19 each commencing on the 5th day of November, 19 89, and  
continuing on the same day of each month thereafter until paid in full.

NOW, THEREFORE, as security for said debt and a valuable consideration, receipt of which is hereby acknowledged, the Grantor has bargained, sold, given,  
granted and conveyed and does by these presents bargain, sell, give, grant and convey to said Trustee, his heirs, or successors, and assigns, the parcel(s) of land  
situated in the City of Winston-Salem, Township, Forsyth County,  
North Carolina, and more particularly described as follows:

Block D

Being known and designated as Lot No. 6, as shown on the Map of the  
Cloister Homes, Block D, Section 7, as recorded in Plat Book 18,  
Page 194, in the Office of the Register of Deeds of Forsyth County,  
North Carolina, to which reference is hereby made for a more particular  
description.

PRINCIPAL AMOUNT OF CONSIDERATION IS \$ 8700.00

Disbursements hereunder are obligatory under a construction agreement.

TO HAVE AND TO HOLD said real property with all privileges and appurtenances thereunto belonging, to the said Trustee, his heirs, successors, and assigns  
forever, upon the trusts, terms and conditions, and for the uses hereinafter set forth.

If the Grantor shall pay the Note secured hereby in accordance with its terms, together with interest thereon, and any renewals or extensions thereof in whole or  
in part, and shall comply with all of the covenants, terms, and conditions of this Deed of Trust, then this conveyance shall be null and void and may be cancelled of  
record at the request of the Grantor. If, however, there shall be any default in any of the covenants, terms, or conditions of the Note secured hereby, or any failure  
or neglect to comply with the covenants, terms, or conditions contained in this Deed of Trust, then and in any of such events, if the default is not made good within  
fifteen (15) days, the Note shall, at the option of the Beneficiary, at once become due and payable without notice, and it shall be lawful for and the duty of the  
Trustee, upon request of the Beneficiary, to sell the land herein conveyed at public auction for cash, after having first given such notice of hearing as to  
commencement of foreclosure proceedings and obtained such findings or leave of court as may be then required by law and giving such notice and advertising the  
time and place of such sale in such manner as may be then provided in law, and upon such and any resales and upon compliance with the then law relating to  
foreclosure proceedings to convey title to the purchaser in fee simple.

The proceeds of the sale shall, after the Trustee retains his commission, be applied to the costs of sale, the amount due on the Note hereby secured and otherwise  
as required by the then existing law relating to foreclosures. The Trustee's commission shall be five percent of the gross proceeds of the sale or the minimum sum of  
\$300.00, whichever is greater, for a completed foreclosure. In the event foreclosure is commenced, but not completed, the Grantor shall pay all expenses incurred  
by Trustee and a partial commission computed on five percent of the outstanding indebtedness or the above stated minimum sum, whichever is greater, in  
accordance with the following schedule, to wit: one-fourth thereof before the Trustee issues a notice of hearing on the right to foreclose, one-half thereof after  
issuance of said notice; three-fourths thereof after such hearing, and the greater of the full commission or minimum after the initial sale.

And the said Grantor does hereby covenant and agree with the Trustee as follows:

1. INSURANCE. Grantor shall keep all improvements on said land, now or hereafter erected, constantly insured for the benefit of the Beneficiary against loss  
by fire, windstorm and such other casualties and contingencies, in such manner and in such companies and for such amounts, not exceeding that amount necessary  
to pay the sum secured by this Deed of Trust, and as may be satisfactory to the Beneficiary. Grantor shall purchase such insurance, pay all premiums therefor, and  
shall deliver the Beneficiary such policies along with evidence of premium payment as long as the Note secured hereby remains unpaid. If Grantor fails to purchase  
such insurance, pay the premiums therefor or deliver said policies along with evidence of payment of premiums thereon, then Beneficiary, at his option, may  
purchase such insurance. Such amounts paid by Beneficiary shall be added to the Note secured by this Deed of Trust, and shall be due and payable by Grantor to  
Beneficiary upon demand together with interest thereon, computed on the Annual Percentage Rate shown on the Note.

2. TAXES, ASSESSMENTS, CHARGES. Grantor shall pay all taxes, assessments and charges as may be lawfully levied against said premises within thirty  
(30) days after the same shall become due. In the event that Grantor fails to so pay all taxes, assessments and charges as herein required, then Beneficiary, at his  
option, may pay the same and the amounts so paid shall be added to the Note secured by this Deed of Trust, and shall be due and payable together with interest  
computed on the Annual Percentage Rate shown on the Note.

3. LATE CHARGE. Grantor will pay a late charge of \$6.00 on any installment paid more than 15 days after the due date.

4. PARTIAL RELEASE. Grantor shall not be entitled to the partial release of any of the above described property unless a specific provision providing  
thereof is included in this Deed of Trust. In the event a partial release provision is included in this Deed of Trust, Grantor must strictly comply with the terms  
thereof. Notwithstanding anything herein contained, Grantor shall not be entitled to any release of property unless Grantor is not in default and is in full  
compliance with all of the terms and provisions of the Note, this Deed of Trust, and any other instrument that may be securing said Note.

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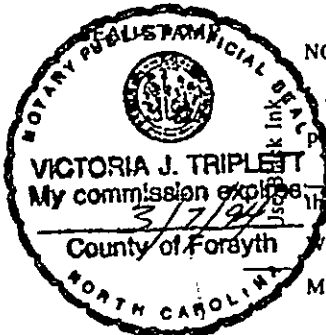
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5. WASTE. The Grantor covenants that he will keep the premises herein conveyed in as good order, repair and condition as they are now, reasonable wear and tear excepted, and that he will not commit or permit any waste.  
6. WARRANTIES. Grantor covenants with Trustee and Beneficiary that he is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that he will warrant and defend the title against the lawful claims of all persons whomsoever, except for the exceptions hereinafter stated. Title to the property hereinabove described is subject to the following exceptions:  
7. DUE ON SALE. If the above described property, or any part thereof, is sold, conveyed, transferred or assigned without the prior written consent of the Beneficiary, its successors, or assigns, such act shall constitute a default in the terms of this Deed of Trust, and the entire balance secured by this Deed of Trust may be declared due and payable at the option of the Beneficiary, its successor or assigns.  
8. SUBSTITUTION OF TRUSTEE. Grantor and Trustee covenant and agree to and with Beneficiary that in case the said Trustee, or any successor trustee, shall die, become incapable of acting, renounce his trust, or for other similar or dissimilar reason become unacceptable to the holder of the Note, then the holder of the Note may appoint, in writing, a trustee to take the place of the Trustee, and upon the probate and registration of the same, the trustee thus appointed shall succeed to all the rights, powers, and duties of the Trustee.  
9. CIVIL ACTION. In the event that the Trustee is named as a party to any civil action as trustee in this Deed of Trust, the Trustee shall be entitled to employ an attorney at law, including himself if he is a licensed attorney, to represent him in said action and the reasonable attorney's fees of the Trustee in such action shall be paid by Beneficiary and charged to the Note and secured by this Deed of Trust.  
10. PRIOR LIENS. Default under the terms of any instrument secured by a lien to which this Deed of Trust is subordinate shall constitute default hereunder.

IN WITNESS WHEREOF, Borrower has executed and sealed this Deed of Trust.

Phyllis Brown (SEAL)  
WITNESS  
Use Black Ink Odell Marshall (SEAL)  
Delores E. Marshall (SEAL)

ACKNOWLEDGEMENT BY WITNESS

  
NORTH CAROLINA, Forsyth County.  
I, a Notary Public of the County and State aforesaid, certify that Phyllis Brown  
personally appeared before me this day and being duly sworn, stated that in his/her presence Odell Marshall and  
Delores E. Marshall his/her Wife signed  
the foregoing Deed of Trust.  
Witness my hand and official seal this 26th day of September, 1989  
My commission expires 3/7/94 Victoria J. Triplett Notary Public

ACKNOWLEDGEMENT BY GRANTOR

SEAL-STAMP  
NORTH CAROLINA, \_\_\_\_\_ County.  
I, a Notary Public of the County and State aforesaid, certify that \_\_\_\_\_  
Grantor,  
personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official  
stamp or seal, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_  
My commission expires: \_\_\_\_\_ Notary Public

STATE OF NORTH CAROLINA

COUNTY OF Forsyth

ASSIGNMENT

FOR VALUE RECEIVED, all of the right, title and interest of, in and to the within Deed of Trust is hereby transferred, set over and conveyed unto  
Goldome Credit Corporation  
whose address is: Two Perimeter Park South, Birmingham, Alabama 35243  
together with the note thereby secured, the money due and to become due thereon, and all right, title and interest of the Assignor to the lands described and  
conveyed in the within Deed of Trust and the right of foreclosure thereon.  
IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed this 29th day of September, 1989  
ATTEST: Jerry D. Woodie W. & M. Builders, Inc.  
Notary Secretary BY: Earl McNeil  
TITLE: President

CORPORATE NOTARY ACKNOWLEDGEMENT

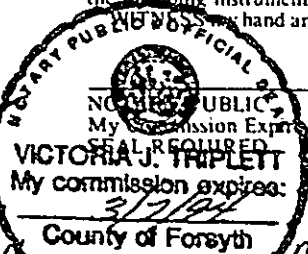
STATE OF NORTH CAROLINA  
COUNTY OF Forsyth  
I, a Notary Public of the County and State aforesaid, certify that  
Jerry D. Woodie  
personally came before me this day and acknowledged that \_\_\_\_\_ he is  
the \_\_\_\_\_ Secretary of  
W. & M. Builders, Inc.  
a corporation, and that by authority duly given and as the act of the  
corporation, the foregoing instrument was signed in its name by its  
\_\_\_\_\_  
President,  
sealed with its corporate seal and attested by \_\_\_\_\_  
Jerry D. Woodie as its  
Secretary.

WITNESS my hand and official seal on the day and year set forth above  
Victoria J. Triplett  
NOTARY PUBLIC  
My Commission Expires: 3/7/94  
SEAL REQUIRED  
County of Forsyth

INDIVIDUAL NOTARY ACKNOWLEDGEMENT

STATE OF NORTH CAROLINA  
COUNTY OF \_\_\_\_\_  
This \_\_\_\_\_ day of \_\_\_\_\_,  
19\_\_\_\_, personally came before me, the undersigned Notary Public,  
acting in and for said State and County \_\_\_\_\_

who, being by me duly sworn, says that he is the individual described in and  
who executed the foregoing assignment and acknowledged the execution of  
the foregoing instrument to be his free and voluntary act.  
\_\_\_\_\_ my hand and official seal on the day and year set forth above.

  
NOTARY PUBLIC  
My Commission Expires: 3/7/94  
SEAL REQUIRED  
County of Forsyth

The foregoing Certificate(s) of Victoria J. Triplett  
is, are certified to be correct. This instrument and this certificate are duly registered in the day and date and in the Book and Page shown on the first page hereof.  
James Spess REGISTER OF DEEDS FOR Forsyth COUNTY  
By James Spess Deputy, Assistant-Register of Deeds