

DEED OF TRUST

Instrument Prepared by: ROBERT W. PORTER
 After Recording Mail to: TRIAD BANK
ATTENTION: W. CASTLEN MORRIS, JR.
PO Box 5355
Winston-Salem, NC 27113-5355

BK1878 P2763
 Date November 20, 1995
 PRESENTED FOR
 REGISTRATION
 AND RECORDED

'95 NOV 20 P1:29 Recording Time

GRANTOR	TRUSTEE	BENEFICIARY
J&D INVESTMENTS, INC.	BT FINANCIAL CORPORATION 113 NORTH GREENE STREET GREENSBORO, NC 27420	John H. ... TRIAD BANK 113 NORTH GREENE STREET GREENSBORO, NC 27420

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. Borrower means any person or entity who is a maker of the Obligation (defined below). The designations Grantor and Borrower shall have the same meaning unless a Grantor is not a maker of the Obligation, in which case, Borrower shall mean N/A.

WITNESSETH, that whereas the Borrower has agreed to execute and deliver this Deed of Trust to secure the repayment of the principal sum of FORTY FIVE THOUSAND AND NO/100----- Dollars (\$ 45,000.00) as evidenced by ☒ a promissory note executed in favor of the Beneficiary by the Grantor, ☐ a promissory note executed in favor of the Beneficiary by _____, or ☐ a guaranty agreement executed by _____, or ☐ the following evidence of indebtedness: _____

(the "Obligation") of even date herewith or dated _____, and all future modifications, extensions, renewals and replacements thereof, the terms of which are incorporated herein by reference, which agreement requires that all indebtedness thereunder, if not sooner paid, shall be due and payable in full on _____.

NOW, THEREFORE, in consideration of the premises, and as security for the payment of all sums due under the Obligation, as renewed, extended or modified, including attorneys fees and advancements or other sums due hereunder or thereunder, and for other valuable consideration, the 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 the Trustee, upon the terms and conditions contained herein, the parcel(s) of land lying in Forsyth County, Lewisville Township, North Carolina (the "Premises"), particularly described as follows:

SEE SCHEDULE "A" ATTACHED HERETO AND INCORPORATED HEREIN
 BY REFERENCE FOR DESCRIPTION OF SUBJECT PROPERTY.

TO HAVE AND TO HOLD said Premises, together with all privileges and appurtenances thereunto belonging, incident or appertaining thereto, to the Trustee, his heirs, successors and assigns forever, upon the trusts, terms and conditions, and for the uses and purposes hereinafter described. And the said Grantor covenants with the said Trustee that he is seized of the said Premises in fee, has the right to convey the same in fee simple, that title to the Premises is marketable and free from all encumbrances, and that he will warrant and defend the title to the Premises against the lawful claims of all persons whomsoever, except for the exceptions hereinafter stated, to wit:

If the Borrower shall pay the Obligation secured hereby in accordance with its terms, together with interest thereon, all renewals and extensions thereof, and all other sums secured hereby, and if Grantor shall comply with all terms and conditions of this Deed of Trust, then this conveyance shall be void and may be canceled at the request and expense of the Grantor. If, however, (i) there shall be any default in the payment of any sums due under the Obligation, this Deed of Trust or any other instrument securing payment of the Obligation, or (ii) if there shall be default in any other obligation under the Obligation, this Deed of Trust or other instrument securing payment of the Obligation and such default is not cured within 14 days after written notice, then and without further notice it shall be the duty of the Trustee, upon request of the Beneficiary, to sell the Premises at public auction to the highest bidder for cash after having first complied with all applicable requirements of North Carolina law with respect to the exercise of powers of sale contained in deeds of trust, and upon such sale the Trustee shall convey title to the purchaser in as full and ample manner as the Trustee is empowered. Default under the terms of any instrument secured by a lien to which this Deed of Trust is subordinate shall constitute a default hereunder. The Trustee is hereby authorized to retain an attorney to represent him in any foreclosure proceedings. The proceeds of any foreclosure sale shall be applied by the Trustee to pay his commission and reasonable attorneys fees incurred in the proceeding, to the costs of sale (including but not limited to taxes, assessments, recording costs, service fees and incidental expenditures), and then to the amount due on the Obligation hereby secured and all other sums expended by the Beneficiary pursuant to the terms hereof and other instruments, or as otherwise permitted by law. The Trustee's commission will be five percent (5%) of the gross proceeds of the sale. If foreclosure is commenced but not completed, Grantor shall pay all costs incurred by the Trustee, including reasonable attorneys fees, and a partial commission computed on five percent (5%) of the outstanding indebtedness in accordance with the following schedule. 1/4 thereof before the Trustee issues a notice of hearing on the right to foreclose, 1/2 thereof after issuance of said notice; 3/4 thereof after such hearing; and the full commission after the initial sale.

The Grantor covenants and agrees to keep all improvements on the Premises constantly insured for the benefit of the Beneficiary against loss by fire and other casualties, and through such underwriters and for such amounts as may be satisfactory to the Beneficiary. Grantor shall purchase such insurance, pay all premiums, and deliver to the Beneficiary a copy of all such policies and evidence that the premiums have been paid. Grantor also covenants and agrees that he will keep the Premises in as good order, repair and condition as they are now, reasonable wear and tear excepted, not commit or permit waste, comply with all governmental requirements (including environmental laws and regulations) respecting the Premises or their use, pay all taxes, assessments and charges lawfully levied against the Premises within 30 days after the same shall become due, and that the Premises will not be transferred without the consent of the Beneficiary. Grantor further agrees that in the event any suit or proceeding shall be brought against the Trustee or Beneficiary or if any suit or proceeding shall be brought which may affect the value or title to the Premises, Grantor shall defend, indemnify and hold the Trustee and/or Beneficiary harmless from any loss, cost, damage or expense and shall reimburse the Trustee and/or Beneficiary for any attorneys fees incurred. In the event the Trustee is named as a party to any civil action as Trustee, the Trustee shall be entitled to employ an attorney, including himself if he is a licensed attorney, to represent the Trustee in said action, and the reasonable attorneys fees of the Trustee in such action shall be paid by the Grantor.

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STATE OF 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 due execution of the foregoing Deed of Trust.
Witness my hand and official stamp or seal this _____ day of _____, 19____.

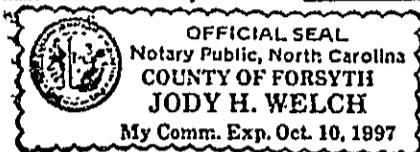
Notary Public

(N.P. SEAL)

My Commission Expires: _____

STATE OF NORTH CAROLINA, FORSYTH COUNTY
I, a Notary Public of the County and state aforesaid, certify that LINDA B. ADOLPH, personally appeared before me this day
and acknowledged that she is Asst. Secretary of J&D INVESTMENTS, INC.
a North Carolina corporation, and that by authority duly given and as an act of the corporation, the foregoing Deed of Trust was signed in its name by
its Vice President, sealed with its corporate seal and attested by LINDA B. ADOLPH as
its Secretary.
Witness my hand and official stamp or seal this 20th day of November, 19 95.

(N.P. SEAL)



My Commission Expires: October 10, 1997

Notary Public

STATE OF NORTH CAROLINA, _____ COUNTY
I, a Notary Public of said County and state, do hereby certify that _____, personally appeared before me this
day and acknowledged the due execution of the foregoing instrument for and on behalf of the Grantor/Debtor.
WITNESS my hand and notarial stamp or seal, this _____ day of _____, 199____.

Notary Public

(N.P. SEAL)

My Commission Expires: _____

STATE OF NORTH CAROLINA, FORSYTH COUNTY
The foregoing certificate of Jody H. Welch a Notary Public of Forsyth County, North Carolina is
certified to be correct. This the 20th day of November, 19 95.

JOHN HOLLEMAN, REGISTER OF DEEDS

Neda H. Hooton, Deputy
Register of Deeds

SCHEDULE "A"

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TRACT 1

BEING KNOWN AND DESIGNATED as Lots Nos. 4, 8, & 9, as shown on the Plat of "Arbor Run", Section 1-A, which plat appears of record in Plat Book 32, Page 162, in the Office of the Register of Deeds of Forsyth County, North Carolina; and

TOGETHER with all rights and easements appurtenant to said lot as specifically enumerated in the Declaration of Covenants, Conditions, and Restrictions issued by Gupton Enterprises, Inc., and recorded in Book 1640, Page 3435, et seq., in the office of the Register of Deeds of Forsyth County, North Carolina; and membership in Arbor Run Homeowners Association; and

SUBJECT TO the regular monthly assessments and special assessments, limitations and rules reserved in said Declaration of Covenants, Conditions, and Restrictions.

TRACT 2

BEING KNOWN AND DESIGNATED as Lots Nos. 55 and 56 as shown on the Plat of "Arbor Run", Section 3, which plat appears of record in Plat Book 33, Page 148, in the Office of the Register of Deeds of Forsyth County, North Carolina; and

TOGETHER with all rights and easements appurtenant to said lot as specifically enumerated in the Declaration of Covenants, Conditions, and Restrictions issued by Gupton Enterprises, Inc., and recorded in Book 1671, Page 842, et seq., in the Office of the Register of Deeds of Forsyth County, North Carolina; and membership in Arbor Run Homeowners Association; and

SUBJECT TO the regular monthly assessments and special assessments, limitations and rules reserved in said Declaration of Covenants, Conditions, and Restrictions, which Declaration is incorporated herein by reference.