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2009041082 00028

FORSYTH CO, NC FEE \$42.00

PRESENTED & RECORDED:

09-14-2009 10:44:00 AM

C. NORMAN HOLLEMAN

REGISTER OF DEEDS

BY: S. GRIFFITH

OPT

**SATISFACTION**

BK: RE 2912

PG: 1129-1135

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**CREDIT LINE DEED OF TRUST**

Prepared by:

Deena Gray

WHEN RECORDED MAIL TO

Allegacy Federal Credit Union

P.O. Box 26043

Winston Salem, NC 27114-6043

THIS DEED OF TRUST SECURES AN EQUITY LINE OF CREDIT GOVERNED BY THE PROVISIONS OF NORTH CAROLINA GENERAL STATUTE SECTION 45-81, ET. SEQ. THIS DEED OF TRUST CONTAINS A DUE-ON-SALE PROVISION. THE CREDIT AGREEMENT INDEBTEDNESS SECURED BY THIS DEED OF TRUST MAY CONTAIN A VARIABLE RATE OF INTEREST. THE MAXIMUM PRINCIPAL AMOUNT WHICH MAY BE SECURED BY THIS DEED OF TRUST IS \$25,000.00

THIS DEED OF TRUST is made on 9/3/2009 among the Trustor,  
John P. Yacobi & wife, Carlene K. Yacobi

(herein "Borrower"), Blanco, Tackabery & Matamoros PA-11 (herein  
"Trustee"), and the Beneficiary, Allegacy Federal Credit Union  
a corporation organized and existing under the laws of PA  
The United States of America whose address is  
P.O. Box 26043  
Winston Salem, NC 27114-6043  
BY: KEN ELKINS, ASST. VICE PRESIDENT (herein "Lender").

IN CONSIDERATION of the indebtedness herein recited and the trust herein created;  
TO SECURE to Lender:

- (1) The repayment of all indebtedness due and to become due under the terms and conditions of the LOANLINER Home Equity Plan Credit Agreement and Truth-in-Lending Disclosures made by Borrower and dated the same day as this Deed of Trust, and all modifications, amendments, extensions and renewals thereof (herein "Credit Agreement"). Lender has agreed to make advances to Borrower under the terms of the Credit Agreement, which advances will be of a revolving nature and may be made, repaid, and remade from time to time. Borrower and Lender contend that the total outstanding principal balance including finance charges thereon at a rate with collection costs which may be owing from Twenty Five Thousand Dollars And No Cents (\$25,000.00). That sum is referred to in the Credit Agreement as the Credit Limit. The sum shall be due and payable 30 year



2011007090 00078

FORSYTH CO, NC FEE \$0.00

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02-21-2011 01:25:16 PM

C. NORMAN HOLLEMAN

REGISTER OF DEEDS

BY: GAIL K FRENCH

BK: RE 2990  
PG: 2501-2502

70843110-44

(2) The payment of all other sums advanced in accordance herewith to protect the security of this Deed of Trust, with finance charges thereon at a rate which may vary as described in the Credit Agreement.

(3) The performance of the covenants and agreements of Borrower herein contained;

BORROWER irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of Forsyth, State of North Carolina:

BEING KNOWN AND DESIGNATED as Lot No. 128, as shown on the Plat of Asbury Place, Section One, as recorded in Plat Book 37, Page 186, in the Office of the Register of Deeds of Forsyth County, North Carolina, reference to which is hereby made for a more particular description. For further reference, see Deed Book 1899, Page 2194, Forsyth County Registry.

BEING INFORMALLY KNOWN AS Tax Lot 128, Block 4298, Clemmons Township, Forsyth County  
Tax Records.

which has the address of 100 McKnights Trace  
(Street)  
Clemmons, North Carolina 27012  
(City) (Zip Code)

herein "Property Address");

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and fixtures, all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

**Complete if applicable:**

This Property is part of a condominium project known as \_\_\_\_\_

This Property includes Borrower's unit and all Borrower's rights in the common elements of the condominium project.

This Property is in a Planned Unit Development known as \_\_\_\_\_

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

**Borrower and Lender covenant and agree as follows:**

**1. Payment of Principal, Finance Charges and Other Charges.** Borrower shall promptly pay when due all amounts borrowed under the Credit Agreement, all finance charges and applicable other charges and collection costs as provided in the Credit Agreement.

2. **Funds for Taxes and Insurance.** Subject to applicable law, Lender, at Lender's option, may require Borrower to pay to Lender on the day monthly payments of principal and finance charges are payable under the Credit Agreement, until all sums secured by this Deed of Trust are paid in full, a sum (herein "Funds") equal to