


2013003875 00200

FORSYTH CO, NC FEE \$56.00

PRESENTED & RECORDED

01-28-2013 02:41:27 PM

C. NORMAN HOLLEMAN

REGISTER OF DEEDS

BY: LORI HOLLOWAY

DPTY

BK: RE 3103
PG: 2195-2198

Do not write above this line

SATISFACTION: This debt secured by the within Deed of Trust together with the note(s) secured thereby has been satisfied in full. This the _____ day of _____, 20 ____.

Signed:

Company Name	Authorized Official	Title
Drafted By: William L. Nelson, Atty	Tax Block:	Lot:
		Parcel Identifier No: 6825-83-9630.00

Property Address: 1124 Apple Street, Winston-Salem, NC 27101

Mail after recording to: William L. Nelson, Attorney, Box 38

NORTH CAROLINA DEED OF TRUST

THIS DEED OF TRUST made this 8th day of January, 2013, by and between

GRANTOR Equity Trust Company Custodian FBO Z097756 IRA	TRUSTEE WILLIAM L. NELSON	BENEFICIARY Equity Trust Company Custodian FBO Z109784 IRA
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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 Thirty Thousand dollars and 00/100 (\$30,000.00), the final due date for payment of note(s) if not paid sooner is February 1, 2018 as evidenced by note(s) of even date herewith as follows: the payment whereof the Grantor desires 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 Grantor has granted, bargained and sold and by these presents does grant, bargain, sell and convey unto the said Trustee, that certain piece, parcel, lot or tracts of land lying in Forsyth County, and more particularly described as follows:

Please see attached Exhibit A, attached hereto which is incorporated herein and made a part hereof.

*This property is not the primary residence of the Grantor.

The Beneficiary understands and agree that regardless of any other provisions contained herein along with the Note of even date, this is a non-recourse loan and the holder's sole recourse in the event of a default shall be against the property secured by this Deed of Trust and Note and not against the borrower.

TO HAVE AND TO HOLD The said premises, together with all the privileges and appurtenances thereto belonging, incident or appertaining thereto, unto the said Trustee, in trust for the uses and purposes hereinafter limited, described and declared. And the said Grantor covenants with the said Trustee that he 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 he 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 Grantor shall fail or neglect to pay the interest on the aforesaid note(s) as the said interest becomes due and payable, or if he shall fail or neglect to pay the principal and interest due on any said note(s) at the maturity of any of of them, or if any part of said note(s) shall remain due and unpaid, then it shall be the duty of the said Trustee, at the request of the said Beneficiary, to sell said premises 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 manner prescribed by applicable law, and thereafter shall make and deliver to the purchaser thereof a deed therefore, 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 to law, or in lieu thereof, shall pay the surplus to the Clerk of Superior Court of Forsyth County, North Carolina.

It is stipulated and agreed that in case the Grantor shall payoff said note(s) and interest and shall discharge fully the trust herein declared before such sale then the aforesaid premises shall be reconveyed to the Grantor or the title hereto be revested according to the provisions of law. And the said Grantor covenants and agrees that he will keep all taxes which may be assessed against said premises promptly paid off, and that he will keep the buildings on premises insured against loss or damage by fire, for the benefit of the said Beneficiary, loss, if any, to be made payable in the policy or policies of insurance to said Beneficiary, 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 Beneficiary, or assigns; then the amounts so expended shall become debts due, shall bear interest at the rate of six percent 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 Beneficiary, to be exercised at any time hereafter, without notice and without specifying any reason therefore, by filing for record in the office where this instrument is recorded an instrument of appointment. The Grantor, and the Trustee 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 Beneficiary, may elect to appoint a substitute trustee in accordance with the laws of North Carolina.

_____ If checked, this Deed of Trust shall incorporate by reference the terms and conditions of that rider attached hereto as if the rider was a part of this Deed of Trust.

IN WITNESS WHEREOF the Grantor has set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

(Signature) (SEAL)
 Equity Trust Company
 Custodian FBO Z097756 IRA
 Name: Jeffrey S. Brown
 Title: CORPORATE ALTERNATE SIGNER

STATE OF Ohio
Cuyahoga COUNTY

Michelle Goldbach, a Notary Public of Cuyahoga County,
Ohio, certify that Jeffrey S. Brown personally appeared before me this day and
 acknowledged that he is Corporate Signer of Equity Trust Company, and that by authority duly given and as an act of the
 corporation, the foregoing instrument was signed in its name.

Witness my hand and official stamp or seal, this the 3 day of January, 2013.

(Signature)
 Notary Public

My Commission Expires: _____

(SEAL)



MICHELLE GOLDBACH
 Notary Public, State of Ohio
 My Commission Expires
 August 10, 2016

EXHIBIT "A"

Address: 1124 Apple Street, Winston-Salem, NC 27101

PIN: 6825-83-9630.00

BEGINNING at an iron stake in the Southwesternmost corner of the intersection of Apple and Lindo Street, proceeding thence with the westernmost right of way line of Lindo Street, South 3 deg. 00' West 75 feet to an iron stake; thence North 87 deg. 28" West 40 feet to an iron stake; thence North 3 deg. 00' East 75 feet to an iron stake in the Southernmost right of way line of Apple Street, thence with the Southernmost right of way line of Apple Street, South 87 deg. 28" East 40 feet to the point and place of Beginning.