

Mailing Address *General Electric Credit Corp*
PO Box 11546 - Park Rd
DEED OF TRUST *Charlotte, NC* **342535**
DRAWN OUTSIDE FORSYTH COUNTY
28209



NORTH CAROLINA, Forsyth COUNTY

44

June

1973

THIS INDENTURE, Entered into this 7th day of June, 1973 by and between

Kenneth T. Wood and Carlene Wood
of Forsyth County, first party
and R. Beverly R. Webb Trustee, second party,
A & A Discount Center, Inc., 4016 W. Wendover Ave. Greensboro, N. C., third party.

WITNESSETH, that whereas the first party is indebted to third party in the total sum of
Eight thousand two hundred sixty seven and 28/100 DOLLARS,
for which said first party has executed and caused to be executed one or more notes of even date herewith for said amount, which
note (or notes) is (are) payable in 84 installments of equal amounts, except the last, which is the

same or of a lesser amount, beginning August 1, 1973, with interest after maturity at the highest lawful
rate, and it has been agreed that the payment of said debt shall be secured by the conveyance of the land hereinafter described:

NOW, THEREFORE, in consideration of the sum of \$1.00 to the first party, paid by the second party, said first party has
bargained, sold, given, granted and conveyed, and by these presents does bargain, sell, give, grant and convey to the said second
party and his heirs and assigns, that tract of land in Belews Creek Township, Forsyth County,
described as follows:

BEGINNING in the line of C. E. McGhee, said point of beginning being in the
middle of the sandelay road, and being located a distance of 721 feet S. 81° 30' West
of a stone in the Hill Habs old southwest corner, and running thence from said place
of beginning S. 81° 30' West 1199 feet to a point, C. E. McGhee's corner; running
thence S. 8° 30' West 908 feet and crossing a branch to a point; running thence
N. 85° W. 447 feet to a point; running thence N. 3° E. 1950 feet to a stake; running
thence N. 81° E. 910 feet to a point; thence N. 6° E. 1231 feet to a point; running
thence due West 400 feet to a point in the sandelay road; running thence in a southerly
direction with the center line of the sandelay road 2,145 feet to the place of
BEGINNING, containing 61 Acres, more or less.

The above property is more particularly described, especially in regard to the
reandering of the road in its northerly direction, on the plat dated July 11, 1932,
prepared by Jack Hiar, C. E.

Save and except 6.18 acres released from above land, as described in
Deed Book 1020, Page 433, Forsyth County Registry.

BOOK 1108P 1455

RECORDER'S MEMO
RECORD OF POOR QUALITY DUE TO
CONDITION OF ORIGINAL DOCUMENT.

TO HAVE AND TO HOLD said land and premises, with all the rights, privileges and appurtenances thereunto belonging, to the second party and his heirs and assigns, upon the trust and for the uses and purposes following:

If the said first party shall fail to make any payment hereinbefore specified at the due date thereof, then all remaining installments shall become due at the option of the third party, and on application of said third party, or its assignee, or any other person who may be entitled to the moneys due, it shall be lawful for, and the duty of, the said party of the second part, to advertise said land in some newspaper published in the county in which said land is located at least once a week for four successive weeks; or if there be no newspapers published in said county, then in three or more public places in the county aforesaid, for thirty days, therein appointing a day and place of sale, and at such time and place to expose said lands at public sale to the highest bidder for cash, and upon such sale to convey title to the purchaser.

And the said second party after first retaining 5% of the proceeds of said sale, but not less than \$25.00 in any event, as compensation for making the sale, shall then pay the costs and necessary expenses of the sale and apply so much of the residue of said proceeds as may be necessary to discharge said note and all interest and other charges then due thereon in accordance with the terms of the note, and shall pay the surplus, if any, to said first party.

The parties of the first part agree to make timely payments of all taxes and assessments and to keep the buildings on the said premises properly insured in favor of the party of the third part as its interest may appear and it is further agreed that if the party of the first part fails in this respect and the party of the third part advances any moneys in payment of such taxes, assessments or insurance premiums, the amount so expended shall be deemed principal money and be payable when the next installment is due under the note secured hereby.

The parties hereto do covenant and agree that if the trustee dies, becomes incapable of acting, renounces his trust, or for other reason becomes unacceptable to the third party, then the third party may appoint, in writing, a trustee to take the place of the second party, and upon the probate and registration of the same the trustee thus appointed shall succeed to all rights and powers of the second party.

Any statement of facts or recital by said trustee in this deed in relation to the non payment of the money secured to be paid, the amount due, the advertisement, sale, receipt of the money, and the execution of the deed to the purchaser, shall be received as prima facie evidence of such fact. If said first party shall pay off said note and interest and discharge fully the trusts, as herein declared, before such sale, then this instrument shall become null and void, otherwise to remain in full force and effect.

And the said party of the first part, doth covenant to and agree with said party of the second part, his heirs and assigns: That they are the owner and seized of said premises in fee simple; That they have the right to convey the same; That the same are free from any encumbrances whatsoever; That they will forever warrant and defend the title to the same from the lawful claims of all persons whomsoever; and that they will execute such further deed or deeds as may be necessary or proper to carry out the true intent and purpose of this trust.

Whenever used herein, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN TESTIMONY WHEREOF, the said first party does hereunto subscribe its respective names and affix its seals.

WITNESS James Moore

Kenneth I. Wood (SEAL)

Carlene Wood (SEAL)

State of North Carolina
County of Guilford

I, the undersigned

, a Notary Public of Guilford

County, North Carolina, certify that

James Moore

(Name of subscribing witness)

personally appeared before me this day,

and being duly sworn, stated that in his presence

Kenneth I. Wood and Carlene Wood

(Names of makers)

signed the foregoing instrument.

WITNESS my hand and official seal, this the

15th

day of

June

19 73

My commission expires: 8-31-76

Betty J. Wood
BOOK 108P1456

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STATE OF NORTH CAROLINA, COUNTY. a Notary Public do hereby certify that personally appeared before me this day and acknowledged the due execution of the foregoing instrument, for the purposes therein expressed. Witness my hand and notarial seal, this day of A.D., 19. My commission expires: Notary Public

STATE OF NORTH CAROLINA, COUNTY. The foregoing certificate of, a Notary Public of County, is adjudged to be correct. Therefore, let the instrument, with the certificates be registered. Witness my hand, this day of A.D., 19. Clerk Superior Court

ASSIGNMENT

STATE OF North Carolina COUNTY OF Guilford FOR VALUE RECEIVED, Jack Spital of A & A Discount Center, Inc. does hereby transfer, assign and set over to the General Electric Credit Corp. of GA. its successors and assigns, the within Deed of Trust and the Note which same secures, without recourse. DATED this day of June, 1973. (Corporate Seal) Secretary (A Corporation) A & A Discount Center, Inc. President, XXXXX XXXXX

(Corporate Acknowledgement) STATE OF North Carolina COUNTY OF Guilford I, the undersigned, Notary Public, certify that Imogene Douthit of A & A Discount Center, Inc. before me this day and acknowledged that she is Secretary of A & A Discount Center, Inc. a corporation, and that, by authority duly given and as the act of the corporation, the foregoing assignment was signed in its name by its President, sealed with its corporate seal and attested by XXXXX herself, as its Secretary. SWORN to before me this day of June, 1973. Betty J. Penland L.S. NOTARY PUBLIC My Commission Expires: 6-21-76

STATE OF NORTH CAROLINA—Forsyth County The foregoing (or annexed) certificate of Betty J. Penland N.P. (here give name and official title of the officer signing the certificate, passed upon) Guilford Co., N.C. is (are) certified to be correct. This the 27 day of June 1973. Probate fee 50¢ paid. Eunice Ayers, Register of Deeds Barbara Braxwell Deputy Assistant

PRESENTED FOR REGISTRATION AND RECORDED JUN 27 12 52 PM '73 7400 EUNICE AYERS REGISTER OF DEEDS FORSYTH CTY. N.C.

BOOK 1108P 1457

DEED OF TRUST I hereby certify that the within Deed of Trust was filed for record in my office at o'clock on the day of 19 and was immediately entered upon the proper indexes and duly recorded in Book of Real Estate Mortgages, page of Register of Deeds for County, North Carolina. Return To: GENERAL ELECTRIC CREDIT CORP. OF GA. P. O. BOX 11596 PARK RD. STA. CHARLOTTE, N. C. 28209

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