

Mail T. L. Moser, Route 1, Lewisville, N. C.  
(Name) (St. & No. or R.F.D.) (City) (State)

STATE OF NORTH CAROLINA  
COUNTY OF FORSYTH

11

CORPORATION  
DEED OF TRUST

This Indenture, made this 13 day of November, 1973, by and between  
H. & J. Poultry Service, Inc., a Corporation of Forsyth County, North Carolina,  
party of the first part, and J. F. Motsinger Trustee, party of the second part,  
and T. L. Moser part Y of the third part;

WITNESSETH, Whereas, the said party of the first part being indebted to said part 48/100 of the third part in the  
principal sum of Twenty-nine thousand seven hundred ninety-seven and Dollars for Borrowed money

as evidenced by note(s) of even date herewith, as follows:  
One note of even date in the sum of \$29,797.48 with interest from date at 10% per annum, said  
note being payable \$300.00 per month, the first installment becoming due and payable on or before  
the 13 day of December, 1973 and a like amount on or before the 13 day of each and every month  
thereafter for a period of 10 years from date at which time said note shall mature at the  
the payment whereof the said party of the first part desires to secure. option of the holder.

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 said party of the first part has granted, bargained and sold and by these presents does grant, bargain,  
sell and convey unto the said J. F. Motsinger Trustee, his successors, or assigns, that certain piece, parcel, lot  
or tracts of land lying in Forsyth County, and more particularly described as follows:

Being known and designated as Lots Nos. 3 and 4 as shown on the Map  
of F. N. Jennings property as recorded in Plat Book 20, page 77,  
in the Office of the Register of Deeds of Forsyth County, North Carolina,  
reference to which is hereby made for a more particular description.

The deed of trust recorded in Deed of Trust Book 1109, page 1440,  
Forsyth County Registry, dated July 13, 1973, was stolen from T. L.  
Moser and his wife, Grace N. Moser and this deed of trust securing note  
of even date is given for the purpose of protecting the said T. L. Moser  
and his wife, Grace N. Moser and upon full payment to T. L. Moser and  
his wife, Grace N. Moser of the amount of \$29,797.48 plus interest, the  
deed of trust recorded in Book 1109, page 1440, together with this deed  
of trust will be cancelled of record.

TO HAVE AND TO HOLD The said premises, together with all the privileges and appurtenances thereto belonging, incident or apper-  
taining thereto, unto the said J. F. Motsinger Trustee, his successors and assigns, in trust for  
the uses and purposes hereinafter limited, described and declared. And the said party of the first part covenants with the said Trustee that  
it 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 it 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 party of the first part shall fail or neglect to pay the  
interest on the aforesaid note(s) as the said interest becomes due and payable, or if it shall fail or neglect to pay the principal and interest  
due on any of said note(s) at the maturity of any of them, or if any part of said note(s) shall remain due and unpaid, then it shall be the  
duty of the said J. F. Motsinger Trustee, his successors or assigns, at the request of the said  
part Y of the third part, or his assigns, to sell said land at public auction to the highest bidder for cash at the courthouse door  
in Winston-Salem, Forsyth County, N. C., after first advertising the same for a period of thirty days by posting a notice thereof at the court-  
house in Winston-Salem, N. C., and also by publishing said notice at least once a week for four consecutive weeks within such thirty days,  
in some newspaper published in said County, therein appointing the date of said sale, and shall make and deliver to the purchaser thereof a  
deed therefor, and the said Trustee, after deducting 5% commission for making said sale, and after paying 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.

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

BOOK 1117P1573

472157111

424 RV-2

Mail

T. L. Moser, Route 2, Louisville, N. C.

(Name)

(St. & No. or R.F.D.)

(City)

(State)

STATE OF NORTH CAROLINA  
COUNTY OF FORSYTH

11

CORPORATION  
DEED OF TRUST

This Indenture, made this 13 day of November, 1973, by and between

H. & J. Poultry Service, Inc.,

a Corporation of Forsyth County, North Carolina,

party of the first part, and J. F. Motsinger

Trustee, party of the second part,

and T. L. Moser

part Y of the third part;

WITNESSETH, Whereas, the said party of the first part being indebted to said part of the third part in the principal sum of Twenty-nine thousand seven hundred ninety-seven and 48/100 Dollars for Borrowed money

as evidenced by note(s) of even date herewith, as follows:  
One note of even date in the sum of \$29,797.48 with interest from date at 10% per annum, said note being payable \$300.00 per month, the first installment becoming due and payable on or before the 13 day of December, 1973 and a like amount on or before the 13 day of each and every month thereafter for a period of 10 years from date at which time said note shall mature at the payment whereof the said party of the first part desires to secure. Option of the holder.

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 said party of the first part has granted, bargained and sold and by these presents does grant, bargain, sell and convey unto the said J. F. Motsinger Trustee, his successors, or assigns, that certain piece, parcel, lot or tracts of land lying in Forsyth County, and more particularly described as follows:

Being known and designated as Lots Nos. 3 and 4 as shown on the Map of F. N. Jennings property as recorded in Plat Book 20, page 77, in the Office of the Register of Deeds of Forsyth County, North Carolina, reference to which is hereby made for a more particular description.

The deed of trust recorded in Deed of Trust Book 1109, page 1440, Forsyth County Registry, dated July 13, 1973, was stolen from T. L. Moser and his wife, Grace N. Moser and this deed of trust securing note of even date is given for the purpose of protecting the said T. L. Moser and his wife, Grace N. Moser and upon full payment to T. L. Moser and his wife, Grace N. Moser of the amount of \$29,797.48 plus interest, the deed of trust recorded in Book 1109, page 1440, together with this deed of trust will be cancelled of record.

TO HAVE AND TO HOLD The said premises, together with all the privileges and appurtenances thereto belonging, incident or appertaining thereto, unto the said J. F. Motsinger Trustee, his successors and assigns, in trust for the uses and purposes hereinafter limited, described and declared. And the said party of the first part covenants with the said Trustee that it 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 it 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 party of the first part shall fail or neglect to pay the interest on the aforesaid note(s) as the said interest becomes due and payable, or if it shall fail or neglect to pay the principal and interest due on any of said note(s) at the maturity of any of them, or if any part of said note(s) shall remain due and unpaid, then it shall be the duty of the said J. F. Motsinger Trustee, his successors or assigns, at the request of the said part Y of the third part, or his assigns, to sell said land at public auction to the highest bidder for cash at the courthouse door in Winston-Salem, Forsyth County, N. C., after first advertising the same for a period of thirty days by posting a notice thereof at the courthouse in Winston-Salem, N. C., and also by publishing said notice at least once a week for four consecutive weeks within such thirty days, in some newspaper published in said County, therein appointing the date of said sale, and shall make and deliver to the purchaser thereof a deed therefor; and the said Trustee, after deducting 5% commission for making said sale, and after paying 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.

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

1117P1573

1117P1573

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

IN TESTIMONY WHEREOF, The said party of the first part has caused these presents to be signed by its \_\_\_\_\_ President, attested by its Secretary, and has caused its Common Seal to be affixed hereto.

H. & J. Poultry Service, Inc.

Attest: Ronald A. Joyce Secretary By Clyde A. Joyce President

STATE OF NORTH CAROLINA - COUNTY OF FORSYTH

This 19<sup>th</sup> day of Nov, 1973, personally came before me, Sue S. Hughes, a notary public, Ronald A. Joyce (Name of Secretary or Asst. Secretary) who, being by me duly sworn, says that he knows the Common Seal of H. & J. Poultry Service, Inc. (Name of Corporation) and is acquainted with Clyde A. Joyce who is the \_\_\_\_\_ President of said Corporation, and that he, the said Ronald A. Joyce is the \_\_\_\_\_ Secretary of the said Corporation, and saw the said \_\_\_\_\_ President sign the foregoing instrument, and saw the Common Seal of said Corporation affixed to said instrument by said \_\_\_\_\_ President, and that he, the said Ronald A. Joyce (Name of Secy. or Asst. Secy.) signed his name in attestation of the execution of said instrument in the presence of said \_\_\_\_\_ President of said Corporation.

Witness my hand and notarial seal, this the 19<sup>th</sup> day of Nov, 1973.

SUE S. HUGHES, Notary Public

for Forsyth County, North Carolina

My Commission Expires December 28, 1975

My Commission expires: Dec. 28, 1975

Sue S. Hughes Notary Public

STATE OF NORTH CAROLINA - Forsyth County

The foregoing (or annexed) certificate of Sue S. Hughes, N.P. (here give name and official title of the officer signing the certificate passed upon)

Forsyth Co., N.C.

is (are) certified to be correct. This the 27<sup>th</sup> day of November A.D. 1973.

Probate fee 50¢ paid.

Eunice Ayers, Register of Deeds

By Paul M. Barclay Deputy Assistant

Filing Fee \$ \_\_\_\_\_ paid.

Drafted by: J. F. Molsinger

T. L. Moser  
J. F. Molsinger  
PRESENTED FOR  
REGISTRATION  
AND RECORDED  
Nov 27 10 53 AM '73  
EUNICE AYERS  
REGISTER OF DEEDS  
FORSYTH CTY. N.C.  
8751... B.B. #3.020

TO

FROM

CORPORATION  
DEED OF TRUST

H. & J. Poultry Service, Inc.

BOOK 1117P1574

424 RV-2