6235

This instrument prepared by Betty Penland, P. O. Box 11282
Greensboro, N. C.

DRAWN OUTSIDE FORSYTH COUNTY

DEED OF TRUST

3

RETURN TO:
EMPIRE ACCEPTANCE CO., INC.
P. O. BOX 7291
GREENSBORO, N. C. 27407

NORTH CAROLINA, Forsyth COUNTY

THIS INDENTURE, Entered into this 13 day of March, 19 74 by and between

Henry Lee Corbett and Jean S. Corbett

of Forsyth County, first party James B. Riverbark Trustee, second party,

and A & A Discount Center, Inc. , third party.

WITNESSETH, That whereas the first party is indebted to third party in the sum of Seven Thousand Eight Hundred Sixty Five & 40/100 DOLLARS, for which said first party has executed and caused to be delivered to said third party one note of even date herewith for said amount, payable in 60 monthly installments of equal amounts, except the last, which is the same or of a lesser amount, beginning May 20, 19 74, 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 Township, County, described as follows:

BEGINNING at an iron stake in the northern margin of the right of way of Gordon Street, being the northeast corner of S i n k Property; thence with the line of S i n k property North 86 degrees 59'30" West 41.57 feet to an iron stake; thence along the line of Lemmons' property North 86 degrees 01'30" West 82.1 feet to an iron stake; thence North 28 degrees 40' East 170.0 feet to an iron stake; thence South 50 degrees 18' 30" East 147.16 feet to an iron stake in the northern margin of the right of way of Gordon Street; thence South 48 degrees 35' West 95.0 feet to the point and place of BEGINNING. Being known and designated as Lot 72 of Westridge Forest Subdivision according to an unrecorded map and survey made by John T. Morgan, RLS on June 9, 1968. The above described property is a portion of the southeast section of M. Vance Fulp Estate property as recorded in Plat Book 20 page 102 in the Office of the Register of Deeds of Forsyth County, North Carolina.

BOOK 1126 PAGE 1358

6235

This instrument prepared by Betty Penland, P. O. Box 11282
Greensboro, N. C.

DRAWN OUTSIDE FORSYTH COUNTY

DEED OF TRUST

3

RETURN TO:
EMPIRE ACCEPTANCE CO., INC.
P. O. BOX 7291
GREENSBORO, N. C. 27407

NORTH CAROLINA, Forsyth COUNTY

THIS INDENTURE, Entered into this 12 day of March, 19 74 by and between

Henry Lee Corbett and Jean J. Corbett

of Forsyth County, first party James B. Riggsbee Trustee, second party,

and A & A Discount Center, Inc., third party.

WITNESSETH, That whereas the first party is indebted to third party in the sum of Seven Thousand

Eight Hundred Sixty Five & 40/100 DOLLARS,

for which said first party has executed and caused to be delivered to said third party one note of even date herewith for said amount,

payable in 60 monthly installments of equal amounts, except the last, which is the same or of a lesser amount,

beginning May 20, 19 74, 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 ..... Township, ... County, described as follows:

BEGINNING at an iron stake in the northern margin of the right of way of Gordon Street, being the northeast corner of S i n k Property; thence with the line of S i n k property North 86 degrees 59'30" West 41.57 feet to an iron stake; thence along the line of Lemmons' property North 86 degrees 01'30" West 82.1 feet to an iron stake; thence North 28 degrees 40' East 170.0 feet to an iron stake; thence South 50 degrees 18' 30" East 147.16 feet to an iron stake in the northern margin of the right of way of Gordon Street; thence South 48 degrees 35' West 95.0 feet to the point and place of BEGINNING. Being known and designated as Lot 72 of Westridge Forest Subdivision according to an unrecorded map and survey made by John T. Morgan, RLS on June 9, 1968. The above described property is a portion of the southeast section of M. Vance Fulp Estate property as recorded in Plat Book 20 page 102 in the Office of the Register of Deeds of Forsyth County, North Carolina.

BOOK 1126 PAGE 1358

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 newspaper 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 apointed 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.

Henry Lee Corbett .....(SEAL)

WITNESS: Frank D. Sides Jean T. Corbett .....(SEAL)

State of North Carolina
County of Guilford

I, the undersigned, a Notary Public of Guilford County, North Carolina, certify that Frank D. Sides (Name of subscribing witness) personally appeared before me this day, and being duly sworn, stated that in his presence Henry Lee Corbett and/or Jean T. Corbett (Names of makers) signed the foregoing instrument.

WITNESS my hand and official seal, this the 29 day of Jan, 1974

My commission expires: 8-31-76

Betty J. Kirkland
Notary Public

BOOK 1126 PAGE 359

L 424 RV-2

STATE OF NORTH CAROLINA, ... COUNTY,

I, ..., 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, A & A Discount Center, Inc. of Greensboro, N.C.

does hereby transfer, assign, and set over to the Empire Acceptance Co., Inc. P.O. Box 11292 Greensboro, N.C.

its successors and assigns, the within Deed of Trust and the Note which same secures, without recourse.

DATED this 22 day of April, 1974.

(Corporate Seal)

Secretary (If Corporation)

A & A Discount Center, Inc.

President, ~~Owner, Partner~~

(Corporate Acknowledgement)

STATE OF North Carolina COUNTY OF Guilford

I, the undersigned Notary Public, certify that Evangeline Gravitt came before me this day and acknowledged that he/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 himself/herself as its secretary.

SWORN to before me this 29 day of April, 1974.

Betty I. Pinkard

NOTARY PUBLIC L. S.

My Commission Expires: 8-31-76

(Partnership or Sole Owner Acknowledgement)

STATE OF .....COUNTY OF .....

STATE OF NORTH CAROLINA—Forsyth County

The foregoing (or annexed) certificate of Betty I. Pinkard, 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 10th day of May 1974.

Eunice Ayers, Register of Deeds

Probate fee 50¢ paid.

By Judi M. Barker Deputy ~~Assistant~~

PRESENTED FOR REGISTRATION AND RECORDED

MAY 10 9 33 AM '74

EUNICE AYERS
REGISTER OF DEEDS
FORSYTH CTY. N.C.

#4402 RB

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.....

Register of Deeds for.....County, North Carolina.

Return To:

STATE OF NORTH CAROLINA
COUNTY OF

TO

1126 PG 1360

1424 RV.2