

6301

NORTH CAROLINA, *Forsyth* COUNTY

Andrew J. Edwards and Jean Edwards
of Forsyth County, first party. James B. Rivinbark Trustee, second party,
and P. P. Discount Center, Inc. , third party

payable in 84 monthly installments of equal amounts, except the last, which is the same or of a lesser amount,

Being known and designated as lot 8, Block 19 as shown on the plat of Bon Air in Plat Book 3, page 25, in the Forsyth County Register of Deeds Office, North Carolina.

If the said first party shall fail to make any payment hereinbefore specified at the due date thereof, then all remaining instalments 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 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.

X. Andrew J. Polverelli (SEAL)

Jean Edwards (SEAL)

day of July, 1974
Henry J. Pichard
 Notary Public

BOOK 1130 P 1395

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, R. A. Richmond, Inc. of Greensboro, N.C. does hereby transfer, assign, and set over to the Empire Acceptance Co., Inc. P.O. Box 11282, Greensboro, N.C. its successors and assigns, the within Deed of Trust and the Note which same secures, without recourse. DATED this day of July, 1974. (Corporate Seal) Secretary (if Corporation) President, Owner, Partner

(Corporate Acknowledgement) STATE OF North Carolina COUNTY OF Guilford I, the undersigned, Notary Public, certify that came before me this day and acknowledged that he/she is secretary of R. A. Richmond, 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 day of July, 1974. Betty J. Perkins, Notary Public My Commission Expires: 8-31-76

STATE OF NORTH CAROLINA—Forsyth County

The foregoing (or annexed) certificate of Betty J. Perkins, N.P. (here give name and official title of the officer signing the certificate—passed upon)

(are) certified to be correct. This the 14th day of July, 1974.

Probate fee 50¢ paid.

PRESENTED FOR
REGISTRATION
AND RECORDED

JUL 16 12 00 PM '74
EUNICE AYERS
REGISTER OF DEEDS
FORSYTH CTY. N.C.
JB. #3.00 pd

Eunice Ayers, Register of Deeds

By Ruth M. Landrum Deputy Assistant

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 1974, and was immediately entered upon the proper indices and duly recorded in Book of Real Estate Mortgages, page, County, North Carolina. Return To:

TO

STATE OF NORTH CAROLINA
COUNTY OF

1130P1396

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, R. H. Wadsworth, Inc. of Greensboro, N.C. does hereby transfer, assign, and set over to the Empire Acceptance Co., Inc. 111282 Greensboro, N.C. its successors and assigns, the within Deed of Trust and the Note which same secures, without recourse. DATED this day of July, 1974. (Corporate Seal) Secretary (in Corporation) President, Owner, Empire Acceptance Co., Inc.

(Corporate Acknowledgement) STATE OF North Carolina COUNTY OF Guilford I, the undersigned, Notary Public, certify that Eugene J. Smith came before me this day and acknowledged that he/she is secretary of R. H. Wadsworth, 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 day of July, 1974. Betty J. Penland, N.P. NOTARY PUBLIC My Commission Expires: 8-31-76

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) Guigard Co., N.C.

(are) certified to be correct. This the 16th day of July, 1974. Eunice Ayers, Register of Deeds By Ruth M. Larkley Deputy Assistant

Probate fee 50¢ paid.

PRESENTED FOR
REGISTRATION
AND RECORDED

JUL 16 12 00 PM '74

EUNICE AYERS
REGISTER OF DEEDS
FORSYTH CO., N.C.
JB. #3.00 pd.

I hereby certify that the within Deed of Trust was filed for record in my office at o'clock on the day of 1974 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:

DEED OF TRUST

STATE OF NORTH CAROLINA
COUNTY OF

TO

1130P1396

424 RV-2