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NORTH CAROLINA, Fourth COUNTY

WITNESSETH, That whereas the first party is indebted to third party in the sum of Eight Thousand
Six Hundred Eighty Three and 97/100 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 84 monthly installments of equal amounts, except the last, which is the same or of a lesser amount, beginning August 10, 1974, 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:

described as follows:
Lying and being in Kernersville Township, Forsyth County, North Carolina, and Beginning at an iron stake in the north line of D. L. Hester's Property described in Deed Book 645, page 215, said stake being distant south 88° 47' west 314.80 ft. from the northeast corner of said Hester's tract of land, and running thence from said beginning point along the north line of said D. L. Hester south 88°47' west 100 ft. to an iron stake in the east right-of-way line of Dean Rd. same being a 60 ft. wide road; thence along the east and northeast side of said Dean Rd. as the same curves the following five chord courses and distances: North 10°22'30" west 100 ft. to an iron stake; north 21°11'30" west 100 ft. to an iron stake; north 36°18'30" west 100 ft. to an iron stake; nothe 42°56'30" west 100 ft. to an iron stake; and north 44°47'30" west 48.78 ft. to an iron stake the intersection of said Dean Rd. and a new 40-ft. private 104.42 ft. to an iron stake; thence on a new line with Mary McDaniel Tate the following 42°56'30" east 107.31 ft. to an iron stake; south 36°18'30" east 118.81 ft. to an iron stake; south 21°11'30" east 122.44 ft. to an iron stake; and south 10°22'30" east 125.27 ft. to an iron stake, the place of Beginning Containing 1.14 acres, more or less, and being a part of a 75 acre tract of land conveyed to Mary McDaniel Tate by Deed recorded in Book 274, page 226, in the Office of the Register of Deeds of Forsyth County, North Carolina.

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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 hereinafter 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 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.

Robert F. Latis (SEAL)

WITNESS: *Bill Hill*

Pearl O. Latis (SEAL)

State of North Carolina

County of *Guilford*

I, *the undersigned*, a Notary Public of *Guilford* County, North Carolina, certify that *Bill Hill* (Name of subscribing witness) personally appeared before me this day,

and being duly sworn, stated that in his presence *Robert F. Latis, Jr. and Pearl O. Latis* (Names of makers)

signed the foregoing instrument.

WITNESS my hand and official seal, this the

My commission expires: *8-31-76*

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day of *July* 19*74*
Patty J. Latis
Notary Public

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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 11282, Durham, N.C. its successors and assigns, the within Deed of Trust and the Note which same secures, without recourse. DATED this 15 day of July, 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 Roger Portchit 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 15 day of July, 1974 Betty J. Garland NOTARY PUBLIC L. S. My Commission Expires: 8-31-76

(Partnership or Sole Owner Acknowledgement) STATE OF COUNTY OF I, Notary Public, certify that trading as/a partner of, the grantor, personally appeared before me this day and acknowledged the due execution of the foregoing assignment for and on behalf of said business. SWORN to before me this day of, 19 NOTARY PUBLIC L. S. My Commission Expires:

STATE OF NORTH CAROLINA, COUNTY. The foregoing certificate of, a Notary Public of 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

STATE OF NORTH CAROLINA—Forsyth County The foregoing (or annexed) certificate of Betty J. Garland, N. P. (here give name and official title of the officer signing the certificate, passed upon) Guilford Co., N.C. (are) certified to be correct. This the 19th day of July, 1974. PRESENTED FOR FOR REGISTRATION AND RECORDED Eunice Ayers, Register of Deeds By Ruth M. Barkley Deputy Assistant Probate fee 50¢ paid.

JUL 18 1974 AM 7:41

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

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