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

RETURN TO:

EMPIRE ACCEPTANCE CO., INC.

P. O. BOX 11282

GREENSBORO, N. C. 27409

DEED OF TRUST  
34

NORTH CAROLINA, Forsyth COUNTY

THIS INDENTURE, Entered into this 21 day of June, 19 75 by and between

Theresa E. Brewer and Grace Brewer

of Forsyth County, first party, James B. Rivinbank 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 Four Thousand

Five Hundred Thirty Four dollars + 88/100 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 months monthly installments of equal amounts, except the last, which is the same or of a lesser amount,

beginning August 15, 19 75, 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 bar-

gained, 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 old iron in the north side of Darwick Road, a corner of Alvin L. Myers (see Deed Book 861, page 568); thence along the line of Alvin L. Myers N. 2° 25' W. 345.65 ft. to an old iron; thence a new line N. 14° 15' W. 156.20 ft. to an old iron, a corner of Herbert G. Copple (see Deed Book 157, page 116); thence along the line of Herbert G. Copple N. 1° 27' W. 70.90 ft. to an iron; thence on a new line S. 88° 0' E. 381.30 ft. to an iron in the line of E. R. Snyder (see deed book 581, page 49); thence along the line of E. R. Snyder S. 1° 0' W. 462 ft. to an iron in the line of David A. Lineback (see deed book 136, page 424); thence along the line of David A. Lineback N. 87° 26' W. 222.70 ft. to an old iron, a corner of David A. Lineback; thence along the line of David A. Lineback S. 2° 4' W. 212 ft. to an iron in the north side of Darwick Road; thence along the north side of Darwick Road N. 38° 45' W. 140.55 feet to the place of beginning, the same containing 4 acres, more or less, and being a part of Lot 13DG, block 3880, as shown on the Forsyth County tax map and as shown on plat of survey prepared by J. E. Franklin, Registered Surveyor, May 14, 1964.

BOOK 1157P0184

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 -fore said, 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:

State of North Carolina

County of Guilford

I, the undersigned, a Notary Public of Guilford County, North Carolina, certify that

and being duly sworn, stated that in his presence

signed the foregoing instrument.

WITNESS my hand and official seal, this the

My commission expires: 8-31-76

(Name of subscribing witness)

(Name of maker)

day of

Notary Public

1157P0185

NS

**Notary Public**

..COUNTY.

**Clerk Superior Court**

## ASSIGNMENT

President, Owner, Partner

(Corporate Acknowledgement)

**NOTARY PUBLIC**

**My Commission Expires:**

**(Partnership or Sole Owner Acknowledgement)**

COUNTY OF

**Forsyth County**

(here give name and official title of the officer signing the certificate—passed upon)

Guilford Co, N.C.

19 72

Probate fee 50¢ paid.

PRESENTED FOR  
REGISTRATION  
AND RECORDED

Eunice Ayers, Register of Deeds

By: Susan Lohler Deputy-Assistant

OCT 2 1 22 PM '75

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

~~ALBA - 4000~~

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