



Mail to: The Northwestern Bank, 235 Cherry Street, N.W., Winston-Salem, NC 27101, Attn: Mr. Williams

NORTH CAROLINA)
FORSYTH COUNTY) 2 CORPORATION DEED OF TRUST

THIS INDENTURE, made this 11th day of November, 1975, by and among O & A, INC., a corporation of Forsyth County, North Carolina, party of the first part; DEWEY W. CHAPPLE, JR., Trustee, party of the second part; and THE NORTHWESTERN BANK, Winston-Salem, North Carolina, party of the third part;

W I T N E S S E T H :

WHEREAS the party of the first part is indebted to the party of the third part in the principal sum of Three Hundred Twenty-five Thousand and No/100 Dollars (\$325,000.00) for a loan of money, as evidenced by a promissory note of even date herewith, the terms of which note are incorporated herein by reference as fully as though set out verbatim herein and the payment whereof the party of the first part desires hereby to secure;

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 party of the first part has granted, bargained, and sold and by these presents does grant, bargain, sell, and convey unto the party of the second part, his heirs, successors, and assigns, that certain tract of land lying in Forsyth County, North Carolina, described particularly as follows:

BEGINNING at an iron stake in the eastern right-of-way line of U.S. Highway 52, the same being South 28 deg. 30 min. East 194.83 feet from the southeast intersection of North Carolina Highway 8 and U.S. Highway 52, and running thence North 88 deg. 12 min. East 411.43 feet to an iron stake; thence North 07 deg. 41 min. East 249.25 feet to an iron stake; thence South 76 deg. 06 min. 40 sec. East 666.64 feet to an iron stake; thence South 04 deg. 04 min. 10 sec. West 643.57 feet to an iron stake; thence South 89 deg. 42 min. West 523.00 feet to an iron stake; thence North 28 deg. 30 min. West 360.00 feet to an iron stake; thence South 61 deg. 30 min. West 199.75 feet to an iron stake in the Eastern right-of-way line of U.S. Highway 52; thence with the Eastern right-of-way line of U.S. Highway 52, North 28 deg. 30 min. West 368.25 feet to an iron stake, the point and place of BEGINNING, same containing 12.88 acres, more or less, and being that same property described in Deed Book 902, at page 284, in the Office of the Register of Deeds of Forsyth County, North Carolina.

TO HAVE AND TO HOLD the said premises, together with all privileges and appurtenances thereunto belonging, incident, and

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By: *Wm. C. Wagon*

Drawn by:

appertaining, unto the party of the second part, his heirs, successors, and assigns, in trust for the uses and purposes herein-after limited, described, and declared. And the party of the first part covenants with the party of the second part and his heirs, successors, and assigns that it is seized of the premises in fee and has the right to convey the same in fee simple; that the same are free from all liens and 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 party of the first part shall fail or neglect to pay the interest on the aforesaid note as the said interest becomes due and payable, or if it shall fail or neglect to pay the principal and interest due on the said note at its maturity, or if any part of the said note shall remain due and unpaid, then it shall be the duty of the party of the second part, his heirs or successors or assigns, at the request of the party of the third part or its assigns, to sell the said land at public auction to the highest bidder for cash either on the premises or at the courthouse door in Winston-Salem, Forsyth County, North Carolina, after first advertising the same for a period of twenty days immediately preceding the sale by posting a notice thereof at the courthouse in Winston-Salem, North Carolina, and also by publishing the said notice once a week for at least two successive weeks within such twenty days, in some newspaper published in Forsyth County and qualified for legal advertising, therein appointing the date and the hour of the said sale, and shall make and deliver to the purchaser thereof a deed therefor, and the party of the second part, after deducting commissions of five percentum (5%) for making the said sale, and after paying all expenses necessarily incurred in properly executing the trust herein declared, shall apply the proceeds of the said sale to the discharge and the payment of the aforesaid note and interest, then pay the surplus, if any, to the parties entitled to the same according to law.

IT IS STIPULATED AND AGREED that, in case the party of the first part shall pay off the said note and interest and shall discharge fully the trusts herein declared before such sale, then the aforesaid premises shall be reconveyed to the party of the first part or the title hereto be revested according to the provisions of law. And the party of the first part covenants and agrees that it will keep all taxes which may be assessed against the said premises promptly paid off and that it will keep the buildings on the premises insured against loss or damage by fire, for the benefit of the party of the third part, loss, if any, to be made payable in the policy or policies of insurance to the party of the second part, as his interest may appear; and, in case the said taxes or the premiums for the said insurance should at any time be paid by the party of the third part or its assigns, then the amounts so expended shall become debts due, shall bear interest at the rate of ten percentum (10%) 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 of the Register of Deeds, Forsyth

County, North Carolina, an instrument of substitution and appointment. The party of the first part, for itself, its successors and assigns, and the party of the second part named herein or substitute 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 or the appointment or the substitution of any trustee hereunder; and the party of the third part or its successors or assigns may elect to appoint a substitute trustee or substitute trustees in accordance with the laws of North Carolina.

IN TESTIMONY WHEREOF, the 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, all pursuant to due resolution of its Board of Directors.

O & A, INC.

By: Ervin C. Oakley
Its President

Attest:

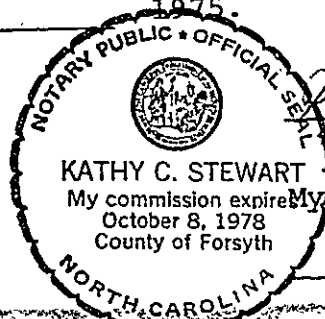
A.S. Livengood
Its Secretary

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NORTH CAROLINA - Forsyth County

This 11th day of November, 1975, personally came before me, Kathy C. Stewart, a Notary Public A.S. Livengood, who, being by me duly sworn, says that he knows the common seal of O & A, INC. and is acquainted with Ervin C. Oakley who is the President of the said corporation, and that he, the said A.S. Livengood, is the Secretary of the said corporation, and saw the said President sign the foregoing instrument, and saw the common seal of the said corporation affixed to the said instrument by the said President and that he, the said A.S. Livengood, signed his name in attestation of the execution of the said instrument in the presence of the said President of the said corporation.

Witness my hand and notarial seal, this 11th day of November, 1975.



Kathy C. Stewart
Notary Public
My commission expires: October 8, 1978

STATE OF NORTH CAROLINA—Forsyth County

The foregoing (or annexed) certificate of Kathy C. Stewart N.P. (here give name and official title of the officer signing the certificate, passed upon)

Forsyth County PRESENTED FOR REGISTRATION AND RECORDED
is ~~(was)~~ certified to be correct. This 11th day of November 19 75

Probate fee 50¢ paid.

Nov 11 9 57 AM '75
EUNICE AYERS, Register of Deeds
REGISTER OF DEEDS By Debra Hastings Deputy Assistant
FORSYTH CTY. N.C.

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