

Mail to

(Name)

(St. & No. or R.F.D.)

(City)

(State)

STATE OF NORTH CAROLINA  
COUNTY OF FORSYTH

46 DEED OF TRUST

This Indenture, made this 17th day of December, 1975, by and between

S & J HOMEBUILDERS, a General Partnership of North Carolina,

party of the first part, and LESLIE G. FRYE Trustee, party of the second part,  
and W. L. Tilley and wife, Viola L. Tilley, part ies of the third part;

R. J. Markland and wife, Ruth S. Markland,

WITNESSETH, Whereas, the said party of the first part being indebted to said parties of the third part  
in the principal sum of THREE THOUSAND SIX HUNDRED & no/00 Dollars for balance of purchase  
price of real estate

as evidenced by note(s) of even date herewith, as follows:  
One (1) note in the amount of \$3,600 with interest at the rate of 8% per annum, due and  
payable ON DEMAND, but no later than One (1) year from date,  
the payment whereof the said party of the first part desire(s) 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 said party of the first part has granted, bargained and sold and by these presents do es  
grant, bargain, sell and convey unto the said LESLIE G. FRYE Trustee, his successors, or assigns, that certain  
piece, parcel, lot or tracts of land lying in Forsyth County, and more particularly described as follows:

BEING KNOWN AND DESIGNATED as Lot Number 10 on map of McGregor  
Manor as recorded in Plat Book 25, page 106, in the Office of the Register  
of Deeds of Forsyth County, North Carolina, to which reference is hereby  
made for a more particular description.

TO HAVE AND TO HOLD The said premises, together with all the privileges and appurtenances thereto belonging, incident or apper-  
taining thereto, unto the said LESLIE G. FRYE Trustee, his successors and assigns, in trust for  
the uses and purposes hereinafter limited, described and declared. And the said party of the first part covenant(s) with the said  
Trustee that it is seized of said premises in fee, and ~~xxx~~ has the right to convey the same in fee simple; that the  
same are free from all 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 said party of the first part shall fail or neglect to  
pay the interest on the aforesaid note(s) as the said interest becomes due and payable, or if it ~~xxx~~ shall fail or neglect to pay  
the principal and interest due on any of said note(s) at the maturity of any of them, or if any part of said note(s) shall remain due  
and unpaid, then it shall be the duty of the said LESLIE G. FRYE Trustee, his successors or  
assigns, at the request of the said parties of the third part, or their assigns, to sell said land at public auction to the highest  
bidder for cash at the courthouse door in Winston-Salem, Forsyth County, N. C., after giving all notices of hearing and sale for the time and in  
the manner prescribed by applicable law, and thereafter shall make and deliver to the purchaser thereof a deed therefor, and the said Trustee,  
after deducting 5% commission for making said sale, and after applying all expenses necessarily incurred in properly executing the trust herein  
declared, shall apply the proceeds of said sale to the discharge and payment of the aforesaid note and interest, then pay the surplus, if any, to  
the parties entitled to same according law.

It is stipulated and agreed that in case the said party of the first part shall pay off said note(s) and interest and shall dis-  
charge fully the trusts herein declared before such sale then the aforesaid premises shall be reconveyed to the said party of the  
first part or the title hereto be revested according to the provisions of law. And the said party of the first part covenant(s) and  
agree s that it will keep all taxes which may be assessed against said premises promptly paid off, and that they will keep the  
buildings on premises insured against loss or damage by fire, for the benefit of the said parties of the third part, loss, if any, to be  
made payable in the policy or policies of insurance to said Trustee, as his interest may appear; and in case the said taxes or the  
premiums for said insurance should at any time be paid by the said parties of the third part, or assigns, then the amounts so ex-  
pended shall become debts due, shall bear interest at the rate of six per cent 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 where this instrument is recorded an instrument of appointment. The party of the first part, for themselves,  
their heirs, executors, administrators, successors and assigns, and the party of the second part herein named, or that may be substituted  
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, appointment or substitution of any trustee hereunder; and the  
party of the third part, its successors or assigns, may elect to appoint a substitute trustee in accordance with the laws of North Carolina.

IN TESTIMONY WHEREOF, the said S & J HOMEBUILDERS, a General Partnership of N.C.

ha hereunto set hand and seal the day and year first above written.

S & J HOMEBUILDERS (SEAL)

By: E. Wayne Jones (SEAL)

E. Wayne Jones, General Partner

(SEAL)

And: Arvil A. Stanley (SEAL)

Arvil A. Stanley, General Partner

BOOK 1163P1564

STATE OF NORTH CAROLINA—Forsyth County

I, \_\_\_\_\_, a Notary Public of Forsyth County, North Carolina, do certify that \_\_\_\_\_ and his wife, \_\_\_\_\_ each personally appeared before me this day and acknowledged the due execution of the foregoing Deed of Trust. Witness my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.



\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

STATE OF NORTH CAROLINA—Forsyth County

I, Maxine M. Hicks, a Notary Public of Forsyth County, North Carolina, do certify that E. Wayne Jones and Arvil A. Stanley and his wife, T/A S & J. Homebuilders, a partnership of North Carolina each personally appeared before me this day and acknowledged the due execution of the foregoing Deed of Trust.



Witness my hand and official seal, this 30 day of Dec., 1976.  
Maxine M. Hicks  
Notary Public  
My commission expires: 9-1-79

\_\_\_\_\_  
Notary Public  
My commission expires: 9-1-79

STATE OF NORTH CAROLINA—Forsyth County

This \_\_\_\_\_ day of \_\_\_\_\_, A.D., 19\_\_\_\_, personally came before me, \_\_\_\_\_, a notary public, \_\_\_\_\_ (Name of Secretary or Assistant Secretary) who, being by me duly sworn, says that he knows the Common Seal of \_\_\_\_\_ (Name of Corporation) and is acquainted with \_\_\_\_\_ who is the \_\_\_\_\_ President of said Corporation, and that he, the said \_\_\_\_\_, is the \_\_\_\_\_ Secretary of said Corporation, and saw the said \_\_\_\_\_ President sign the foregoing instrument, and saw the said Common Seal of said Corporation affixed to said instrument by said \_\_\_\_\_ President, and that he, the said \_\_\_\_\_, signed his name in attestation of the execution of said instrument in the presence of said \_\_\_\_\_ President of said Corporation.



Witness my hand and notarial seal, this the \_\_\_\_\_ day of \_\_\_\_\_, A.D., 19\_\_\_\_.  
\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

STATE OF NORTH CAROLINA—Forsyth County

The foregoing (or annexed) certificate of Maxine M. Hicks N.P. (here give name and official title of the officer signing the certificate passed upon) Forsyth Co., N.C. is (are) certified to be correct. This the 6 day of Jan, A.D. 1976.

Probate fee 50¢ paid.  
Filing fee \$ 3.00 paid.

Eunice Ayers, Register of Deeds  
By Janet Bottoms Deputy-Assistant

Drawn By Leslie H. Frye

PRESENTED FOR  
REGISTRATION  
AND RECORDED  
JAN 6 4 50 PM '76  
EUNICE AYERS  
REGISTER OF DEEDS  
FORSYTH CTY. N.C.

Insert brief description here to be used  
on Register of Deeds Index.

W. L. TILLEY, et al

FOR

LESLIE G. FRYE  
TRUSTEE

TO

S & J HOMEBUILDERS

FROM

DEED OF TRUST

BOOK 1163P1565