

Drafted by Gary S. Walker

148

✓

Mail to Gary Walker Box (Name) (St. & No. or R.F.D.) (City) (State)

STATE OF NORTH CAROLINA COUNTY OF FORSYTH

CORPORATION DEED OF TRUST

This Indenture, made this 3rd 9th day of January, 1989, by and between R. and J. Messick, Inc.

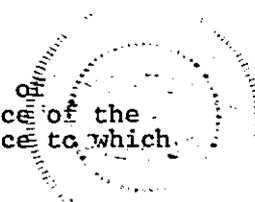
a Corporation of Forsyth County, North Carolina, party of the first part, and Gary J. Walker Trustee, party of the second part, and Joe E. Walker part V of the third part;

WITNESSETH, Whereas, the said party of the first part being indebted to said part of the third part in the principal sum of Three Thousand and no/100 Dollars for Money Loaned

as evidenced by note(s) of even date herewith, as follows: Monthly Payments of principal and interest in the sum of \$35.55 beginning February 1, 1989. All principal and accumulated interest due on Jan. 1, 1991. the payment whereof the said party of the first part desires 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 does grant, bargain, sell and convey unto the said Gary J. Walker Trustee, his successors, or assigns, that certain piece, parcel, lot or tracts of land lying in Forsyth County, and more particularly described as follows:

- 3) BEING KNOWN AND DESIGNATED AS Lot No. 74 as shown on the map of Masten Park, recorded in Plat Book 2, Page 19(3) in the Office of the Register of Deeds of Forsyth County, North Carolina, reference to which is hereby made for a more particular description. Tax Block 1555 Lot 74 Property Address: 627 Glenbrook Dr. Winston-Salem, NC
6) BEING KNOWN AND DESIGNATED AS Lot No. 73 as shown on the Map of Masten Park, recorded in Plat Book 2, Page 19(3) in the Office of the Register of Deeds of Forsyth County, North Carolina, reference to which is hereby made for a more particular description. Tax Block 1555, Lot 73 Property Address: 625 Glenbrook Dr. Winston-Salem, NC



TO HAVE AND TO HOLD The said premises, together with all the privileges and appurtenances thereto belonging, incident or appertaining thereto, unto the said Gary J. Walker 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 covenants with the said Trustee that it is seized of said premises in fee, and 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 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 Gary J. Walker Trustee, successors or assigns, at the request of the said part of the third part, or his 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 to 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 discharge 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 covenants and agrees that it will keep all taxes which may be assessed against said premises promptly paid off, and that it will keep the buildings on premises insured against loss or damage by fire, for the benefit of the said party of the third part, loss, if any, to be made payable in the policy or policies of insurance to said Trustee, as interest may appear; and in case the said taxes or the premiums for said insurance should at any time be paid by the said party of the third part, or assigns, then the amounts so expended 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 itself, its 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 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.

R + J. MESSICK INC.

Attest: Thomas Jeffrey Messick  
Secretary

By: Randall Steven Messick  
President

STATE OF NORTH CAROLINA - COUNTY OF FORSYTH

This 9th day of JAN, 1989, personally came before me, KENNETH R. HARTMAN, a notary public, THOMAS JEFFREY MESSICK who, being by me duly sworn, says that he knows

the Common Seal of R + J MESSICK, INC. (Name of Secretary or Asst. Secretary) and is acquainted with RANDALL STEVEN MESSICK (Name of Corporation)

who is the President of said Corporation, and that he, the said THOMAS JEFFREY MESSICK is the Secretary of the said Corporation, and saw the said President sign the foregoing instrument, and saw the Common Seal of said Corporation affixed to said instrument by said President, and that he, the said THOMAS JEFFREY MESSICK signed his name in attestation of the execution of said instrument in the presence of said

(Name of Secy or Asst. Secy.)  
President of said Corporation.

Witness my hand and notarial seal, this the 9th day of JAN, 1989.

(Notarial Seal)

My commission expires: 12-19-90

Kenneth R. Hartman  
Notary Public

STATE OF NORTH CAROLINA - Forsyth County

The foregoing (or annexed) certificate of Kenneth R. Hartman, N.P. (here give name and official title of the officer signing the certificate based upon) Forsyth Co, NC.

is (are) certified to be correct. This the 30th day of Jan. A.D. 1989.

L.E. Speas  
Lance Speas, Register of Deeds

Probate fee 50¢ paid.

By: Anne Smith Deputy-Assistant

Filing Fee \$ \_\_\_\_\_ paid.

Drafted by: Gary J. Warkol

PRESENTED FOR  
REGISTRATION  
AND RECORDED  
Jan 20 4 33 PM '89  
L.E. SPEAS  
REGISTER OF DEEDS  
FORSYTH COUNTY, NC  
JP. 768.00 pd.

FOR Trustee TO FROM CORPORATION DEED OF TRUST

1659P1558