

Drafted by

Mail to

Gary J. Walker

(Name)

2338 N. Liberty St.

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

W/5

(City)

NC 27105

(State)

STATE OF NORTH CAROLINA  
COUNTY OF FORSYTH

CORPORATION  
DEED OF TRUST

This Indenture, made this 22<sup>nd</sup> day of AUGUST, 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 party of the third part;

WITNESSETH, Whereas, the said party of the first part being indebted to said party 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 October 1, 1989. All  
principal and accumulated interest due on Sept. 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:

BEING KNOWN AND DESIGNATED as Lot No. 67 as shown on the map of Fairview as recorded in  
Deed Book 90, Page 589 in the Office of the Register of Deeds of Forsyth County, North  
Carolina, to which map reference is hereby made for a more particular description. See also  
Deed Book 131 Page 272, Forsyth County Registry.  
Tax Block 326 Lot 67  
Property Address: 1123 Twenty Third St., 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,  
his successors or assigns, at the request of the said party 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.

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BOOK 1674 P 2366

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 part 4 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 part 4 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.

SEAL  
Attest: Janet J. Messick Secretary  
By R and J Messick Inc. President  
Randall Messick

STATE OF NORTH CAROLINA—COUNTY OF FORSYTH

This 22nd day of Aug, 1989, personally came before me, Kenneth R. Hartman, a notary public, Janet J. Messick who, being by me duly sworn, says that he knows the Common Seal of R and J Messick Inc. and is acquainted with Randall S. Messick who is the President of said Corporation, and that he, the said Janet J. 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 Janet J. Messick 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 22nd day of August, 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.C., Forsyth Co., N.C. is (are) certified to be correct. This the 25 day of Aug, A.D. 1989.  
L. E. Speas Register of Deeds

Probate fee 50¢ paid.

By Janet Broton Deputy-Assistant

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

Drafted by: \_\_\_\_\_

PRESENTED FOR  
REGISTRATION  
AND RECORDED  
AUG 25 11 51 AM '89  
L. E. SPEAS  
REGISTER OF DEEDS  
FORSYTH COUNTY NC

TO

FROM

CORPORATION  
DEED OF TRUST

BOOK 1674P2367

1285 1471

\$8.00  
Am