

Mail to Walker Real Estate, 2338 N. Liberty St., Winston-Salem, N.C. 27105  
 (Name) (St. & No. or R.F.D.) (City) (State)

**STATE OF NORTH CAROLINA  
COUNTY OF FORSYTH**

**CORPORATION  
DEED OF TRUST**

This Indenture, made this 1st day of December, 19 89, by and between  
R and J MESSICK INC., a Corporation of Forsyth County, North Carolina,  
 party of the first part, and Thomas A. Fagerli Trustee, party of the second part,  
 and Joe E. Walker part y of the third part;

WITNESSETH, Whereas, the said party of the first part being indebted to said part y of the third part in the  
 principal sum of Four Thousand Dollars and no/100----- Dollars for  
money loaned as evidenced by note(s) of even date herewith, as follows:

360 payments of \$50.58 at 15% interest.

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 Thomas A. Fagerli Trustee, his successors, or assigns, that certain piece, parcel, lot  
 or tracts of land lying in Forsyth County, and more particularly described as follows:

BEGINNING at an iron stake in the Northern line of 31st Street,  
 said iron stake being 262 feet Southeastwardly from the Northeast  
 corner of the intersection of Virgilina Avenue and 31st Street,  
 and running thence North 27 degrees 35 minutes East 152.7 feet  
 to an iron stake; thence South 62 degrees 40 minutes East 50 feet  
 to an iron stake; thence South 27 degrees 40 minutes West 152.5  
 feet to an iron stake in the Northern line of 31st Street; thence  
 with the Northern line of 31st Street North 61 degrees 20 minutes  
 West 50 feet to the place of Beginning. Being known and designated  
 as part of Lots 161 and 162 as shown on the map of Brookwood  
 "First Release" recorded in Plat Book 7, page 43 and being the  
 property surveyed by J.E. Ellerbe, C.E., on September 15, 1948; a  
 copy of said survey is hereto attached and made a part hereof.

Tax Block 6035 Lot 356

**THIS INSTRUMENT DRAFTED BY:**

Joe E. Walker  
 (Signature of Draftsman)

**TO HAVE AND TO HOLD** The said premises, together with all the privileges and appurtenances thereto belonging, incident or appertaining thereto, unto the  
 said Thomas A. Fagerli 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 notes, 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 Thomas A. Fagerli Trustee,  
his successors or assigns, at the request of the said part y 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 reverted 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 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 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.

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

STATE OF NORTH CAROLINA—COUNTY OF FORSYTH

This fourth day of December, 1989, personally came before me, Gary Joe Walker, 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 J. 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 has signed his name in attestation of the execution of said instrument in the presence of said President.

Witness my hand and notarial seal this fourth day of December, 1989.

(Notarial Seal)

My commission expires: 11-26-94

Gary Joe Walker  
Notary Public

STATE OF NORTH CAROLINA—Forsyth County

The foregoing (or annexed) certificate of Gary Joe Walker N.P. (here give name and official title of the officer signing the certificate passed upon)

is (as) certified to be correct. This the 6th day of Dec A.D. 1989.

Bennie Ayers, Register of Deeds

Probate fee not paid.

L. E. SPEAS, REGISTER OF DEEDS

Jessie Holden Deputy Assistant

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

Drafted by: GARY J. WALKER

PRESENTED FOR  
REGISTRATION  
TO  
FOR  
DEC 6 11 28 AM '89  
L. E. SPEAS  
REGISTER OF DEEDS  
FORSYTH COUNTY NC  
JESSE PD

FROM

CORPORATION  
DEED OF TRUST