



2018000231 00053

FORSYTH CO, NC FEE \$64.00
PRESENTED & RECORDED

01-03-2018 12:30:25 PM

LYNNE JOHNSON
REGISTER OF DEEDS
BY: SANDRA YOUNG
DPTY

BK: RE 3385
PG: 1561-1567

Box 139

SATISFACTION: The debt secured by the within Deed of Trust together with the contracts secured thereby have been satisfied in full.

This the _____ day of _____, 20____.

Signed:

Recording: Time, Book and Page

Tax Lot No. _____ Parcel Identified No. _____
Verified by _____ County on the _____ day of _____, 20____
by _____

Mail after recording to: William E. West, Jr., 3000 Bethesda Place, Suite 703, Winston-Salem, NC 27103

This instrument was prepared by William E. West, Jr.

Brief description for the Index: 4408 South Main Street, Winston-Salem, NC 27107

DEED OF TRUST

THIS DEED OF TRUST, made this 6th day of December 2017, by and between Z & S HOSPITALITY, LLC, a limited liability company organized and existing under the laws of the State of North Carolina and which has its principal place of business in Guilford County, North Carolina (hereinafter referred to as "Grantor"); DAVID F. TAMER (hereinafter referred to as "Trustee") of 3000 Bethesda Place, Suite 703, Winston-Salem, North Carolina 27103; and SHABBIR AHMED SHAKIR, a citizen and resident of Guilford County, North Carolina (hereinafter referred to as the "Beneficiary"). The designation Grantor, Trustee, and Beneficiary as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine, or neuter as required by context.

WITNESSETH:

WHEREAS, the Grantor desire to secure the repayment of certain indebtedness due to Beneficiary from Grantor in the amount of THREE HUNDRED FORTY-FIVE THOUSAND and 00/100ths DOLLARS as evidenced by a certain promissory note of even date herewith, the terms of which are incorporated herein by reference as if fully set forth.

NOW, THEREFORE, as security for said indebtedness, the Grantor has bargained, sold, given, granted, and conveyed and does by these presents bargain, sell, give, grant, and convey to said Trustee, his heirs or successors and assigns, that certain lot and parcel of land situated in Forsyth County, North Carolina (hereinafter referred to as the "Premises"), and more particularly described as follows:

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE FOR A MORE PARTICULAR PROPERTY DESCRIPTION.

TO HAVE AND TO HOLD said Premises with all privileges and appurtenances thereunto belonging, to said Trustee, his heirs, successors, and assigns forever, upon the trusts, terms, and conditions, for the uses hereinafter set forth.

IF THE GRANTOR SHALL PAY the Indebtedness secured hereby in accordance with its terms, together with interest thereon, any renewals or extensions thereof in whole or in part, and all other sums secured hereby, and shall comply with all of the covenants, terms, and conditions of this Deed of Trust, then this conveyance shall be null and void and may be cancelled of record at the request of the Grantor. If, however, there shall be any default (a) in the payment of any sums due under the indebtedness, this Deed of Trust or any other instrument securing the indebtedness and such default is not cured within Ten (10) days from the due date, or (b) if there shall be default in any of the other covenants, terms, or conditions contained in this Deed of Trust or any other instrument securing the indebtedness and such default is not cured within Fifteen (15) days, then and in any of such events, without further notice, it shall be lawful for and the duty of the Trustee, upon request of the Beneficiary, to sell the land herein conveyed at public auction for cash, after having first given such notice of hearing as to commencement of foreclosure proceedings and obtained such findings or leave of court as may be then required by law and giving such notice and advertising the time and place of such sale in such manner as may be then provided by law, and upon such and any resales and upon compliance with the law then relating to foreclosure proceedings under power of sale to convey title to the purchaser in as full and ample manner as the Trustee is empowered. The Trustee shall be authorized to retain an attorney to represent him in such proceedings.

THE PROCEEDS OF THE SALE SHALL, after the Trustee retains his commission, together with reasonable attorney's fees incurred by the Trustee in such proceedings, be applied to the costs of sale, including, but not limited to, costs of collection, taxes, assessments, cost of recording, service fees, and incidental expenditures, the amount due on the indebtedness hereby secured and advancements and other sums expended by the Beneficiary according to the provisions hereof and otherwise as required by the then existing law relating to foreclosures. The Trustee's commission shall be Five Percent (5%) of the gross proceeds of the sale or the minimum of One Thousand and no/100 Dollars (\$1,000.00) whichever is greater, for a completed foreclosure. In the event foreclosure is commenced, but not completed, the Grantor shall pay all expenses incurred by the Trustee, including reasonable attorney's fees, and a partial commission computed on Five Percent (5%) of the outstanding indebtedness or the above-stated minimum sum, whichever is greater, in accordance with the following schedule, to wit: One-fourth (1/4) thereof before the Trustee issues a notice of hearing on the right to foreclosure; One-half (1/2) thereof after issuance of said notice; Three-fourths (3/4) thereof after such hearing; and the greater of the full commission or minimum after the initial sale.

And the said Grantor does hereby covenant and agree with the Trustee as follows:

1. **INSURANCE.** Grantor shall keep all improvements on said land, now or hereafter erected, constantly insured for the benefit of the Beneficiary against loss by fire, windstorm and such other casualties and contingencies, in such manner and in such companies and for such amounts, not less than that amount necessary to pay the sum secured by this Deed of Trust, and as may be satisfactory to the Beneficiary. Grantor shall purchase such insurance, pay all premiums therefor, and shall deliver to Beneficiary such policies along with evidence of premium payment as long as the indebtedness secured hereby remains unpaid. If Grantor fails to purchase such insurance, pay premiums therefor or deliver said policies along with evidence of payment of premiums thereon, then Beneficiary, at his option, may purchase such insurance. Such amounts paid by Beneficiary shall be added to the principal of the indebtedness secured by this Deed of Trust, and shall be due and payable upon demand of Beneficiary. All proceeds from any insurance so maintained shall at the option of Beneficiary be applied to the debt secured hereby and if payable in installments, applied in the inverse order of maturity of such installments or to the repair or reconstruction of any improvements located upon the Property.

2. **TAXES, ASSESSMENTS, CHARGES.** Grantor shall pay all taxes, assessments and charges as may be lawfully levied against said Premises within thirty (30) days after the same shall become due. In the event that Grantor fails to so pay all taxes, assessments and charges as herein required, then Beneficiary, at his option, may pay the same and the amounts so paid shall be added to the principal of the indebtedness secured by this Deed of Trust, and shall be due and payable upon demand of Beneficiary.

3. **ASSIGNMENTS OF RENTS AND PROFITS.** Grantor assigns to Beneficiary, in the event of default, all rents and profits from the land and any improvements thereon, and authorizes Beneficiary to enter upon and take possession of such land and improvements, to rent same, at any reasonable rate of rent determined by Beneficiary, and after deducting from any such rents the cost of reletting and collection, to apply the remainder to the debt secured hereby.

4. **PARTIAL RELEASE.** Grantor shall not be entitled to the partial release of any of the above described property unless a specific provision providing therefor is included in this Deed of Trust. In the event a partial release provision is included in this Deed of Trust, Grantor must strictly comply with the terms thereof. Notwithstanding anything herein contained, Grantor shall not be entitled to any release of property unless Grantor is not in default and is in full compliance with all of the terms and provisions of the indebtedness, this Deed of Trust, and any other instruments that may be securing said indebtedness.

5. **WASTE.** The Grantor covenant that they will keep the Premises herein conveyed in as good order, repair and condition as they are now, reasonable wear and tear expected, and will comply with all governmental requirements respecting the Premises or their use, and that they will not commit or permit any waste.

6. **CONDEMNATION.** In the event that any or all of the Premises shall be condemned and taken under the power of eminent domain, Grantor shall give immediate written notice to Beneficiary and Beneficiary shall have the right to receive and collect all damages awarded by reason of such taking, and the right to such damages hereby is assigned to Beneficiary who shall have the discretion to apply the amount so received, or any part thereof, to the indebtedness due hereunder and if payable in installments, applied in the inverse order of maturity of such installments, or to any alteration, repair or restoration of the Premises by Grantor.

7. **WARRANTIES.** Grantor covenants with Trustee and Beneficiary that she is seized of the Premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that they will warrant and defend the title against the lawful claims of

all persons whomsoever, except for the exceptions hereinafter stated. Title to the property hereinabove described is subject to the following exceptions:

Prior liens and encumbrances of record, if any.

8. SUBSTITUTION OF TRUSTEE. Grantor and Trustee covenant and agree to and with Beneficiary that in case the said Trustee, or any successor trustee, shall die, become incapable of acting, renounce his trust, or for any reason the holder of the indebtedness desires to replace said Trustee, then the holder may appoint, in writing, a trustee to take the place of the Trustee, and upon the probate and registration of the same, the trustee thus appointed shall succeed to all rights, powers and duties of the Trustee.

XXX 9. THE FOLLOWING PARAGRAPH, 9. SALE OF PREMISES, SHALL NOT APPLY UNLESS THE BLANK TO THE LEFT MARGIN OF THIS SENTENCE IS MARKED AND/OR INITIALED.

9. SALE OF PREMISES. Grantor agrees that if the Premises or any part thereof or interest therein is sold, assigned, transferred, conveyed or otherwise alienated by Grantor, whether voluntarily or involuntarily or by operation of law [other than: (i) the creation of a lien or other encumbrance subordinate to this Deed of Trust which does not relate to a transfer of rights of occupancy in the Premises; (ii) the creation of a purchase money security interest for household appliances; (iii) a transfer by devise, descent, or operation of law on the death of a joint tenant or tenant by the entirety; (iv) the grant of a leasehold interest of three (3) years or less not containing an option to purchase; (v) a transfer to a relative resulting from the death of a Grantor; (vi) a transfer where the spouse or children of the Grantor become the owner of the Premise; (vii) a transfer resulting from a decree of a dissolution of marriage, legal separation agreement or from an incidental property settlement agreement, by which the spouse of a Grantor becomes an owner of the Premises; (viii) a transfer into an inter vivos trust in which a Grantor is and remains a beneficiary and which does not relate to a transfer of rights of occupancy in the Premise], without the prior written consent of Beneficiary. Beneficiary, at his own option, may declare the indebtedness secured hereby and all other obligations hereunder to be forthwith due and payable. Any change in the legal or equitable title of the Premises or in the beneficial ownership of the Premises, including the sale, conveyance or disposition of a majority interest in the Grantor if a corporation or partnership, whether or not of record and whether or not for consideration, shall be deemed to be the transfer of an interest in the Premises.

10. ADVANCEMENTS. If Grantor shall fail to perform any of the covenants or obligations contained herein or in any other instrument given as additional security for the indebtedness secured hereby, the Beneficiary may, but without obligation, make advances to perform such covenants or obligations, and all such sums so advanced shall be added to the principal sum, shall bear interest at the rate provided in the indebtedness secured hereby for sums due after default and shall be due from Grantor on demand of the Beneficiary. No advancement or anything contained in this paragraph shall constitute a waiver by Beneficiary or prevent such failure to perform from constituting an event of default.

11. INDEMNITY. If any suit or proceeding is brought against the Trustee or Beneficiary or if any suit or proceeding is brought which may affect the value or title of the Premises, Grantor shall defend, indemnify and hold harmless and on demand reimburse Trustee or Beneficiary from any loss, cost, damage or expense and any sums expended by Trustee or Beneficiary shall bear interest as provided in the indebtedness secured hereby for sums due after default and shall be due and payable on demand.

12. WAIVERS. Grantor waives all rights to require marshalling of assets by the Trustee or Beneficiary. No delay or omission of the Trustee or Beneficiary in the exercise of any right, power or remedy arising under the indebtedness or this Deed of Trust shall be deemed a waiver of any default or

acquiescence therein or shall impair or waive the exercise of such right, power or remedy by Trustee or Beneficiary at any other time.

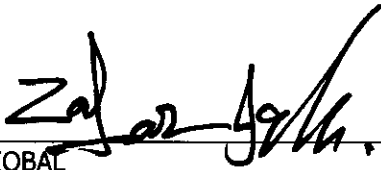
13. CIVIL ACTION. In the event that the Trustee is named as a party to any civil action as Trustee in this Deed of Trust, the Trustee shall be entitled to employ an attorney at law, including himself if he is a licensed attorney, to represent him in said action and the reasonable attorney's fee of the Trustee in such action shall be paid by the Beneficiary and added to the principal of the indebtedness secured by this Deed of Trust and bear interest at the rate provided in the indebtedness for such due after default.

14. PRIOR LIENS. Default under the terms of any instrument secured by a lien to which this Deed of Trust is subordinate shall constitute default hereunder.

15. **RULES OF THE NORTH CAROLINA STATE BAR. Grantor agrees and stipulates that Beneficiary has, in all respects, complied with the Rules of the North Carolina State Bar with regard to the execution and delivery of this deed of trust, as well as with regard to the underlying transaction of which it is a part. Grantor understands that it has the absolute right to consult with independent legal counsel of its choice prior to entering into this transaction and executing this deed of trust. Furthermore, Grantor has the absolute right to decline to enter into this transaction or, in the alternative, to delay entering into this transaction for purpose of consulting with independent legal counsel. By entering into this transaction, Grantor expressly understands and agrees that Beneficiary has drafted this deed of trust for his own account. Grantor further agrees that Beneficiary has not rendered professional services to it or on its behalf in this specific matter and that Beneficiary has not given Grantor any legal advice in connection with this specific matter.**

16. RESIDENTIAL DISCLOSURE. Grantor agrees and stipulates that the subject property is not the principal residence of Grantor's family.

IN WITNESS THEREOF, the above Grantor has caused this instrument to be executed on the date first above written. Z & S HOSPITALITY, LLC

By:  (SEAL)
ZAFAR IQBAL
MEMBER-MANAGER

NORTH CAROLINA

FORSYTH COUNTY

I, Julie H Parks a Notary Public of the County and State aforesaid, certify that ZAFAR IQBAL personally appeared before me this day, who, being by me duly sworn, acknowledged that he is the Member-Manager of Z & S HOSPITALITY, LLC; that he has authority as the Member-Manager of Z & S HOSPITALITY, LLC to execute this instrument; and that he executed this instrument pursuant to such authority as the act of the company.

Witness my hand and seal, this 6 day of December 2017.

Julie H. Parks
Notary Public
(SEAL) Forsyth County, NC
My Commission Expires: July 22, 2019

Julie H Parks
Notary Public

My Commission Expires: 7/22/2019

Monday, December 04, 2017 10:22:21 AM

EXHIBIT A

Lying and being located in the City of Winston-Salem, Forsyth County, North Carolina, and being more particularly described as follows:

BEGINNING at an existing iron pipe in the western right-of-way margin of South Main Street, said existing iron pipe marking the northwest corner of the intersection of Rowan Street (formerly Rowan Avenue) and South Main Street (formerly Thomas Road), as shown on the Map of Hickory Grove Subdivision as per plat recorded in Plat Book 12, Page 7, in the Office of the Register of Deeds of Forsyth County, North Carolina; and from said beginning point running thence along the northern right-of-way margin of Rowan Street, North $85^{\circ} 45' 32''$ West 133.00 feet to a new iron pipe; thence running North $03^{\circ} 33' 49''$ East 89.96 feet to a new iron pipe in the southern line now or formerly of Willie B. Tuttle; thence along the southern line now or formerly of Willie B. Tuttle South $85^{\circ} 50' 00''$ East 127.79 feet to an existing iron pipe in the western right-of-way margin of South Main Street; thence running along the western right-of-way margin of South Main Street South $00^{\circ} 03' 27''$ East 90.37 feet to the point and place of BEGINNING, as per map of survey thereof prepared by Guppton-Foster Associates, P. A., dated January 11, 1990, and bearing Job No. 5023-89A-2, the same being a portion of Lots 14, 15 and 16 of Block E of the said Hickory Grove Subdivision.