

Mail to Leslie G. Frye (Name) 15 (St. & No. or R.F.D.)            (City)            (State)

STATE OF NORTH CAROLINA  
COUNTY OF FORSYTH

CORPORATION  
DEED OF TRUST

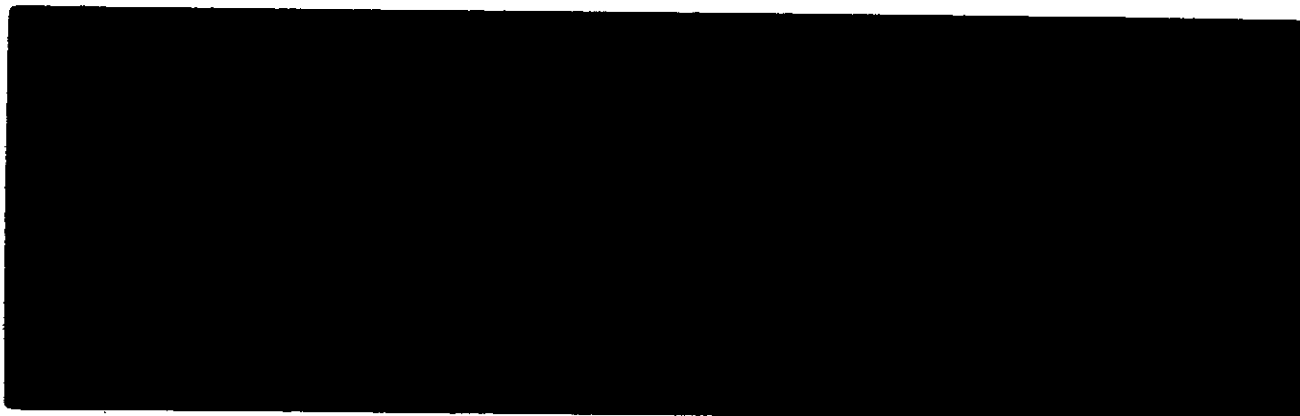
This Indenture, made this 25th day of June, 1968, by and between  
A&B TAX SERVICE, INC., a Corporation of Forsyth County, North Carolina,  
party of the first part, and LESLIE G. FRYE Trustee, party of the second part,  
and JOHNNIE MAE LENNON SWAIM party of the third part;

WITNESSETH, Whereas, the said party of the first part being indebted to said party of the third part in the  
principal sum of EIGHTEEN THOUSAND AND NO/100-----Dollars for Balance of the

Purchase Price of Real Estate as evidenced by note(s) of even date herewith, as follows:  
One note in the amount of \$18,000.00 plus 6% interest per annum, being due and payable  
in equal monthly installments of \$151.90, beginning July 1, 1968, and continuing until paid  
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 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:

BEGINNING at an iron stake at the Northwest corner of Lot #8 of the  
Charles E. Ebert Property, running thence South 3° 53' West 505 feet  
to a stake, Southwest corner of Lot #8; thence North 87° 10' West 65  
feet, Southwest corner of Lot #7; thence North 3° 35' East 451 feet to  
Sprague Street; thence North 54° 15' East 85 feet to the place of  
BEGINNING. Being known and designated as Lot Number Seven of the  
Property of C. E. Ebert Estate as surveyed by C. M. Miller, C. E.,  
which map is of record in the Office of the Register of Deeds of Forsyth  
County, North Carolina, in Plat Book 10, page 174 (2), to which map  
reference is hereby made for a more particular description. For further  
reference see Deed Book 654, page 48.



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 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 Leslie G. Frye Trustee, his successors or assigns, at the request of the said  
party of the third part, or her 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 first advertising the same for a period of thirty days by posting a notice thereof at the court-  
house in Winston-Salem, N. C., and also by publishing said notice at least once a week for four consecutive weeks within such thirty days,  
in some newspaper published in said County, therein appointing the date of said sale, and 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 paying 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 part y 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 part y 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.

A & B TAX SERVICE, INC.

Attest:

William M. Hoff  
Secretary

By

Subray E. Ingram  
President

STATE OF NORTH CAROLINA—COUNTY OF FORSYTH

This 25<sup>th</sup> day of June, 1968, personally came before me, Sandra B. Davenport, who, being by me duly sworn, says that he knows a notary public, William M. Hoff,

the Common Seal of A & B TAX SERVICE, INC. a corporation and is acquainted with Subray E. Ingram,

Ingram, who is the \_\_\_\_\_ President of said Corporation, and that he, the said William M. Hoff, 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 \_\_\_\_\_

William M. Hoff 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 25<sup>th</sup> day of June, 1968

(Notarial Seal)

My commission expires: June 6, 1970

Sandra B. Davenport  
Notary Public

STATE OF NORTH CAROLINA—Forsyth County

The foregoing (or annexed) certificate of \_\_\_\_\_ of \_\_\_\_\_ (here give name and official title of the officer signing the certificate passed upon)

is (are) certified to be correct. This the 26 day of June A.D. 1968

Eunice Ayers, Register of Deeds

Probate fee 25c paid.

By Frankie Todd Deputy-Assistant

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

Drafted by

Leslie G. Frye

CORPORATION  
DEED OF TRUST

FROM

A & B TAX SERVICE, INC.

A Corporation

TO

LESLIE G. FRYE

Trustee

FOR

JOHNNIE MAE LENNON SWAIM

PRESENTED FOR  
REGISTRATION  
AND RECORDED

JUN 26 2 02 PM '68

EUNICE AYERS  
REGISTER OF DEEDS  
FORSYTH CO., N.C.

#3034 B