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Mail to Tracy Boy (Name) (St. & No. or R.F.D.) (City) (State)

STATE OF NORTH CAROLINA 2 CORPORATION  
COUNTY OF FORSYTH DEED OF TRUST

This Indenture, made this 22nd day of May, 1969, 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 & M. MIRIAM LENNON parties of the third part;

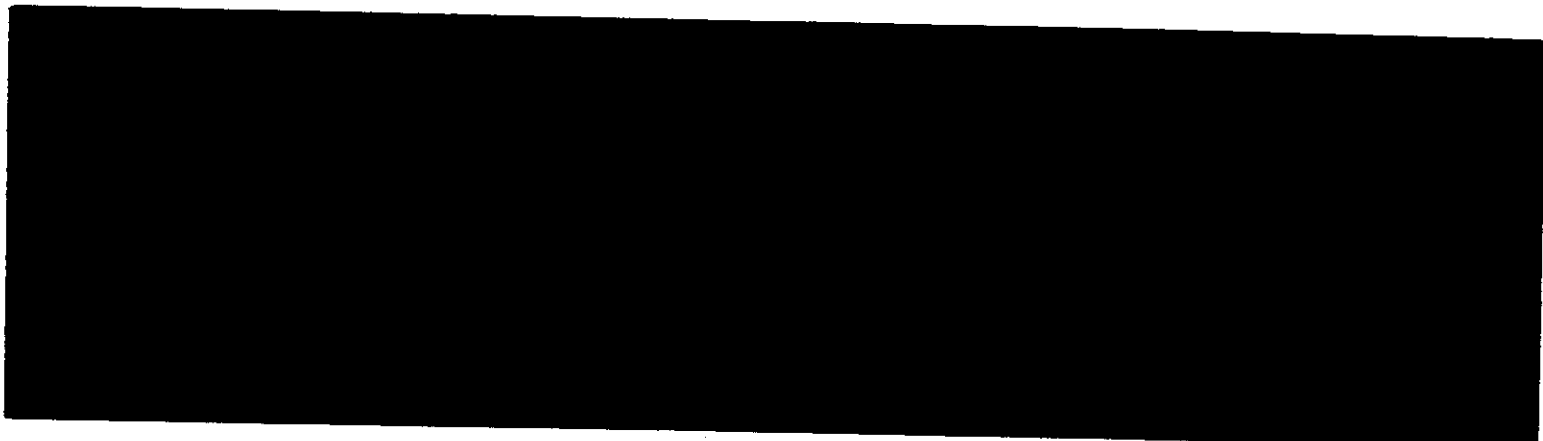
WITNESSETH, Whereas, the said party of the first part being indebted to said party of the third part in the  
principal sum of ONE THOUSAND SIX HUNDRED EIGHTY AND NO/100 Dollars for money loaned

as evidenced by note(s) of even date herewith, as follows:  
One note in the amount of \$1,680.00 plus 6% interest, after maturity, being due and payable  
as more fully set out in note.

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 No. 8 of the  
Charles E. Ebert Property, running thence South 3° 53' West 505 feet to  
a stake, Southwest corner of Lot No. 8; thence North 87° 10' West 65 feet  
Southwest corner of Lot No. 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  
accurate 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  
parties of the third part, or their 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.

10.

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 parties 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 parties 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:

By

President

STATE OF NORTH CAROLINA - COUNTY OF FORSYTH

This 22nd day of May, 1969, personally came before me, \_\_\_\_\_

a notary public, \_\_\_\_\_ (Name of Secretary or Asst. Secretary)

who, being by me duly sworn, says that he knows

the Common Seal of A & B TAX SERVICE, INC.

and is acquainted with \_\_\_\_\_

who is the \_\_\_\_\_ President of said Corporation, and that he, the said \_\_\_\_\_ 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 \_\_\_\_\_

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 May, 1969.

(Notarial Seal) ---

My commission expires August 12, 1969

Notary Public

STATE OF NORTH CAROLINA - Forsyth County

The foregoing (or annexed) certificate of \_\_\_\_\_

(here give name and official title of the officer signing the certificate passed upon)

is (are) certified to be correct. This the 3 day of June, A.D. 1969.

Eunice Ayers, Register of Deeds

Probate fee 25c paid.

By \_\_\_\_\_ Deputy-Assistant

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

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

PRESENTED FOR  
REGISTRATION  
AND RECORDED

JUN 3 9 45 AM '69

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

8300 RD. 68

CORPORATION  
DEED OF TRUST

FROM

A & B TAX SERVICE, INC.

TO

LESLIE G. FRYE

Trustee

FOR

JOHNNIE MAE LENNON SWAIM  
and  
M. MIRIAM LENNON

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