Mail to Nelson Box 3
(Name) (St. & No. or R.F.D.) (City) (State)

STATE OF NORTH CAROLINA
COUNTY OF FORSYTH

DEED OF TRUST

This Indenture, made this 11th day of November, 1968, by and between L. & H. LAND CO., a North Carolina Partnership

party of the first part, and WILLIAM L. NELSON Trustee, party of the second part, and F. MACK CLEVELAND and wife, MODEINE B. CLEVELAND parties of the third part;

WITNESSETH, Whereas, the said party of the first part being indebted to said parties of the third part in the principal sum of TWO THOUSAND FIVE HUNDRED AND NO/100--- Dollars for just debt as evidenced by note(s) of even date herewith, as follows:

Payable $500.00 a year with interest at the rate of 6%, beginning one year from date.

the payment whereof the said party of the first part desire(s) 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 do grant, bargain, sell and convey unto the said William L. Nelson 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 a lot located on the north side of Sprague Street, and being known and designated as Lot No. 31, as shown on the map of Bahnson Place, as recorded in Plat Book 1, page 41, in the office of the Register of Deeds of Forsyth County, North Carolina, to which map reference is hereby made for a more definite and particular description.

The note secured by this deed of trust having been fully paid and satisfied, the same is hereby cancelled, this 27 day of December 19 74
Signed: William L. Nelson Trustee
Witness: [illegible] Register of Deeds

TO HAVE AND TO HOLD The said premises, together with all the privileges and appurtenances thereto belonging, incident or appertaining thereto, unto the said William L. Nelson 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 covenant(s) with the said Trustee that it 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 William L. Nelson 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 courthouse 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 they 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 themselves, their heirs, executors, administrators, 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 L. & H. LAND CO., a North Carolina Partnership, caused this instrument to be executed by its general partners. has hereunto set the day and year first above written.

L. & H. LAND CO. (SEAL)
By: Edward Lee Hall (SEAL)
General Partner

L. & H. LAND CO. (SEAL)
By: J. L. Lyon (SEAL)
General Partner

Mail to Nelson Box 3
(Name) (St. & No. or R.F.D.) (City) (State)

STATE OF NORTH CAROLINA
COUNTY OF FORSYTH

DEED OF TRUST

This Indenture, made this 11th day of November, 1968, by and between L. & H. LAND CO., a North Carolina Partnership

party of the first part, and WILLIAM L. NELSON Trustee, party of the second part, and F. MACK CLEVELAND and wife, MODEINE B. CLEVELAND parties of the third part;

WITNESSETH, Whereas, the said party of the first part being indebted to said parties of the third part in the principal sum of TWO THOUSAND FIVE HUNDRED AND NO/100--- Dollars for just debt as evidenced by note(s) of even date herewith, as follows:

Payable $500.00 a year with interest at the rate of 6%, beginning one year from date.

the payment whereof the said party of the first part desire(s) 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 do grant, bargain, sell and convey unto the said William L. Nelson 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 a lot located on the north side of Sprague Street, and being known and designated as Lot No. 31, as shown on the map of Bahnson Place, as recorded in Plat Book 1, page 41, in the office of the Register of Deeds of Forsyth County, North Carolina, to which map reference is hereby made for a more definite and particular description.

The note secured by this deed of trust having been fully paid and satisfied, the same is hereby cancelled, this 27th day of December, 1974.

Signed: William L. Nelson Trustee

Witness: [illegible] Deputy Register of Deeds

TO HAVE AND TO HOLD The said premises, together with all the privileges and appurtenances thereto belonging, incident or appertaining thereto, unto the said William L. Nelson 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 covenant(s) with the said Trustee that it 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 William L. Nelson 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 courthouse 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 they 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 themselves, their heirs, executors, administrators, 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 L. & H. LAND CO., a North Carolina Partnership, caused this instrument to be executed by its general partners. has hereunto set hand and seal the day and year first above written.

L. & H. LAND CO. (SEAL)

By: Edward Lee Hall (SEAL)

General Partner

L. & H. LAND CO. (SEAL)

By: J. R. Lyon (SEAL)

General Partner

NORTH CAROLINA, FORSYTH COUNTY (Name of State and County where acknowledgment or proof is taken)

Patricia Ann Eudy, a Notary Public of Forsyth County, North Carolina,
(Name of County and State where Notary qualified)

certify that Jesse R. Lyon / Edward L. Hall trading as a partner of L. & H. Land Co., a North Carolina Partnership,
(Name of owner or partner) (Name of business)

the grantor, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for and on behalf of said business.

WITNESS my hand and official seal this 11th day of November, 1968

Seal must appear here.
Seal must be impressed sufficient for the notary's name to be readable.

Patricia Ann Eudy
(Signature of Officer) Notary Public

My commission expires July 8, 1970

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each personally appeared before me this day and acknowledged the due execution of the foregoing Deed of Trust.

Witness my hand and official seal, this ____ day of ____, 19____.

PLACE N.P. SEAL HERE

____ Notary Public

My commission expires: ____

STATE OF NORTH CAROLINA—Forsyth County

This ____ day of ____, A.D., 19____, personally came before me, ____, a notary public, ____ who, being by me
(Name of Secretary or Assistant Secretary)

duly sworn, says that he knows the Common Seal of ____,
(Name of Corporation)

and is acquainted with ____ who is the ____ President of said Corporation, and that he, the said ____, is the ____ Secretary of said Corporation, and saw the said ____ President sign the foregoing instrument, and saw the said Common Seal of said Corporation affixed to said instrument by said ____ President, and that he, the said ____,
(Name of Secretary or Assistant Secretary)

signed his name in attestation of the execution of said instrument in the presence of said ____ President of said Corporation.

PLACE N.P. SEAL HERE

Witness my hand and notarial seal, this the ____ day of ____, A.D., 19____.

____ Notary Public

My commission expires: ____

STATE OF NORTH CAROLINA—Forsyth County

The foregoing (or annexed) certificate of Patricia Ann Eudy NP
(here give name and official title of the officer signing the certificate passed upon)
Forsyth Co., N.C.

is (are) certified to be correct. This the 12 day of Nov A.D. 1968.

Eunice Ayers, Register of Deeds

Probate fee 25c paid.

By Ruth Barrow Deputy-Assistant

Fee $____ paid.

Drawn By Wilson

DEED OF TRUST

FROM

TO

TRUSTEE

FOR

Insert brief description here to be used on Register of Deeds Index

PRESENTED FOR REGISTRATION AND RECORDED

NOV 12 12 02 PM '68

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

3.00 P.O. R.T.

Book 1017 PAGE 474

Book 1017 PAGE 473