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Mail to James B. Mendenhall, 2308 S Main St WS 27107  
 (Name) (St. & No. or R.F.D.) (City) (State)

STATE OF NORTH CAROLINA  
 COUNTY OF FORSYTH

CORPORATION  
 DEED OF TRUST

This Indenture, made this 13 day of JULY, 19 73, by and between

H. & J. Poultry Service, Inc., a Corporation of Forsyth County, North Carolina,  
 party of the first part, and J. F. Motsinger Trustee; party of the second part,  
 and James Brooklyn Mendenhall and his wife, Bernell Tucker Mendenhall 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 Ten Thousand and 00/100 (\$10,000.00) Dollars for balance purchase  
 price of real estate

as evidenced by note(s) of even date herewith, as follows:  
One note in the amount of \$10,000.00, with interest at 4% per annum, interest due and payable  
annually, beginning on 6-16-73. Principal and interest payable in full 6-16-74.

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 J. F. Motsinger 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 known and designated as Lots Nos. 3 and 4 as shown on the Map of F. H.  
 Jennings property as recorded in Plat Book 20, page 77, in the Office of the  
 Register of Deeds of Forsyth County, North Carolina, reference to which is  
 hereby made for a more particular description.

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 J. F. Motsinger 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 J. F. Motsinger Trustee, his successors or assigns, at the request of the said  
 party 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.

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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 ies 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 ies 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.

H. & J. Poultry Service, Inc.

Attest:

Ronald A. Joyce  
Secretary

By

Clyde Alvin Joyce  
President

STATE OF NORTH CAROLINA - COUNTY OF FORSYTH

This 13 day of July, 1973, personally came before me, Margery O. Burt, a notary public, Ronald A. Joyce who, being by me duly sworn, says that he knows

the Common Seal of H. & J. Poultry Service, Inc. and is acquainted with Clyde Alvin Joyce

who is the President of said Corporation, and that he, the said Ronald A. Joyce 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 Ronald A. Joyce signed his name in attestation of the execution of said instrument in the presence of said

(Name of Secy. or Asst. Secy.)

President of said Corporation.

Witness my hand and Notary Public seal, this the 13 day of July, 1973.  
MARGERY O. BURT  
For Forsyth County, North Carolina  
(Notary Commission Expires August 22, 1975)  
My commission expires: August 22, 1975

Margery O. Burt  
Notary Public

STATE OF NORTH CAROLINA - Forsyth County

The foregoing (or annexed) certificate of Margery O. Burt, N.P. (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 18 day of July, A.D. 1973.

Eunice Ayers, Register of Deeds

Probate fee 50¢ paid.

By Barbara Braswell Deputy Assistant

Filing Fee \$        paid.

Drafted by:

J. F. Molsinger

PRESENTED FOR  
REGISTRATION  
AND RECORDED  
JUL 18 12 53 PM '73  
EUNICE AYERS  
REGISTER OF DEEDS  
FORSYTH CTY. N.C.  
RB

James Brooklyn Mendenhall and  
his wife, Bernell Tucker  
Mendenhall

FOR

Trustee

J. F. Molsinger

TO

H. & J. Poultry Service, Inc.

FROM

CORPORATION  
DEED OF TRUST

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