



Mail to g B Mendenhall 2308 S. Main St W-5
 (Name) (St. & No. or R.F.D.) (City) (State)

STATE OF NORTH CAROLINA
 COUNTY OF FORSYTH

7

CORPORATION
 DEED OF TRUST

This Indenture, made this 15 day of June, 1974, 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,
James Brooklyn Mendenhall and his wife, Bernell Tucker Mendenhall part-ies of the third part;
 and _____

WITNESSETH, Whereas, the said party of the first part being indebted to said part-ies of the third part in the
Seventy-five Hundred and 00/100 (\$7500.00) balance purchase
 principal sum of _____ Dollars for _____

price of real estate _____ as evidenced by note(s) of even date herewith, as follows:
 One note in the amount of \$7500.00, due one year after date, with interest after maturity
 at the rate of eight percent per annum.

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
 part-ies 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.

1129P0781

424 RV.2

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 A. Joyce
President

STATE OF NORTH CAROLINA - COUNTY OF FORSYTH

This 21st day of June, 1974, personally came before me, Sue S. Hughes, 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 A. 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 _____ President of said Corporation.

SUE S. HUGHES, Notary Public
Witness my hand and notarial seal, this the 21st day of June, 1974.
for Forsyth County, North Carolina

(My Commission Expires December 28, 1975)

My commission expires: Dec. 28, 1975

Sue S. Hughes
Notary Public

STATE OF NORTH CAROLINA - Forsyth County

The foregoing (or annexed) certificate of Sue S. Hughes, N.P., Forsyth Co., N.C. (here give name and official title of the officer signing the certificate passed upon)

is (are) certified to be correct. This the 24 day of June A.D. 1974.

Eunice Ayers, Register of Deeds

Probate fee 50¢ paid.

By Nancy Elliott Deputy-Assistant

Filing Fee \$ _____ paid.

Drafted by: J. F. Motsinger

PRESENTED FOR
REGISTRATION
AND RECORDED
JUN 24 9 55 AM '74
EUNICE AYERS
REGISTER OF DEEDS
FORSYTH CTY. N.C.
#3002213

FROM

H. & J. Poultry Service, Inc.

TO

J. F. Motsinger

Trustee

FOR

James Brooklyn Mendenhall and
his wife, Bernell Tucker Mendenhall

CORPORATION
DEED OF TRUST

29P0782

424 RV-2