



DEED OF TRUST

NORTH CAROLINA, Mecklenburg.....COUNTY

mail Record Data of N.C.  
P.O. Box 4406  
11 Charlotte, NC. 28204  
DRAWN OUTSIDE FORSYTH COUNTY

THIS INDENTURE, Entered into this.....11 day of.....May....., 19.....76..... by and between

Johnnie Malloy, Jr. and wife Helen Malloy  
of.....Forsyth.....County, first party.....R.C. McClean.....Trustee, second party,  
and.....B&E Construction Co., Inc. ...., third party.

WITNESSETH, that, whereas, the first party is indebted to third party in the total sum of.....Three Thousand  
Eight Hundred Sixteen and sixty cents.....DOLLARS,  
for which said first party has executed and caused to be executed one or more notes of even date herewith for said amount, which  
note (or notes) is (are) payable in.....60.....installments of equal amounts, except the last, which is the  
same or of a lesser amount, beginning....., 19....., with interest after maturity at the highest lawful  
rate, and it has been agreed that the payment of said debt shall be secured by the conveyance of the land hereinafter described:

NOW, THEREFORE, in consideration of the sum of \$1.00 to the first party, paid by the second party, said first party has  
bargained, sold, given, granted and conveyed, and by these presents does bargain, sell, give, grant and convey to the said second  
party  
and his heirs and assigns, that tract of land in.....Winston Salem.....Township,.....Forsyth  
described as follows: Frontin 50 feet on old Belews Creek Road, (Now East

First Street) And being Lot #1 of Noah S. Myers Property, section 2,  
Recorded in Plat Book 148, Page 20 in the office of the Register  
of Deeds Forsyth County.

1173P1414

TO HAVE AND TO HOLD said land and premises, with all the rights, privileges and appurtenances thereunto belonging,  
to the second party and his heirs and assigns, upon the trust and for the uses and purposes following:



DEED OF TRUST

NORTH CAROLINA, Mecklenburg COUNTY

THIS INDENTURE, Entered into this 11 day of May, 1976 by and between

Johnnie Malloy, Jr. and wife Helen Malloy

of Forsyth County, first party, R.C. McClean Trustee, second party,  
and B&E Construction Co., Inc. third party.

WITNESSETH, that whereas the first party is indebted to third party in the total sum of Three Thousand

Eight Hundred Sixteen and sixty cents DOLLARS,

for which said first party has executed and caused to be executed one or more notes of even date herewith for said amount, which

note (or notes) is (are) payable in 60 installments of equal amounts, except the last, which is the

same or of a lesser amount, beginning 1976, with interest after maturity at the highest lawful rate, and it has been agreed that the payment of said debt shall be secured by the conveyance of the land hereinafter described:

NOW, THEREFORE, in consideration of the sum of \$1.00 to the first party, paid by the second party, said first party has bargained, sold, given, granted and conveyed, and by these presents does bargain, sell, give, grant and convey to the said second party

and his heirs and assigns, that tract of land in Winston Salem Township, Forsyth County, described as follows: Frontin 50 feet on old Belews Creek Road, (Now East

First Street) And being Lot #1 of Noah S. Myers Property, section 2,

Recorded in Plat Book 148, Page 20 in the office of the Register

of Deeds Forsyth County.

1173P1414

TO HAVE AND TO HOLD said land and premises, with all the rights, privileges and appurtenances thereunto belonging, to the second party and his heirs and assigns, upon the trust and for the uses and purposes following:

may Record Data of N.C.  
P.O. Box 4406  
11 Charlotte, N.C.  
DRAWN OUTSIDE FORSYTH COUNTY  
28204



TO HAVE AND TO HOLD said land and premises, with all the rights, privileges and appurtenances thereunto belonging, to the second party and his heirs and assigns, upon the trust and for the uses and purposes following:

If the said first party shall fail to make any payment hereinbefore specified at the due date thereof, then all remaining installments shall become due at the option of the third party, and on application of said third party, or its assignee, or any other person who may be entitled to the moneys due, it shall be lawful for, and the duty of, the said party of the second part, to advertise said land in some newspaper published in the county in which said land is located at least once a week for four successive weeks; or if there be no newspapers published in said county, then in three or more public places in the county aforesaid, for thirty days, therein appointing a day and place of sale, and at such time and place to expose said lands at public sale to the highest bidder for cash, and upon such sale to convey title to the purchaser.

And the said second party after first retaining 5% of the proceeds of said sale, but not less than \$25.00 in any event, as compensation for making the sale, shall then pay the costs and necessary expenses of the sale and apply so much of the residue of said proceeds as may be necessary to discharge said note and all interest and other charges then due thereon in accordance with the terms of the note, and shall pay the surplus, if any, to said first party.

The parties of the first part agree to make timely payments of all taxes and assessments and to keep the buildings on the said premises properly insured in favor of the party of the third part as its interest may appear and it is further agreed that if the party of the first part fails in this respect and the party of the third part advances any moneys in payment of such taxes, assessments or insurance premiums, the amount so expended shall be deemed principal money and be payable when the next installment is due under the note secured hereby.

The parties hereto do covenant and agree that if the trustee dies, becomes incapable of acting, renounces his trust, or for other reason becomes unacceptable to the third party, then the third party may appoint, in writing, a trustee to take the place of the second party, and upon the probate and registration of the same the trustee thus appointed shall succeed to all rights and powers of the second party.

Any statement of facts or recital by said trustee in this deed in relation to the non payment of the money secured to be paid, the amount due, the advertisement, sale, receipt of the money, and the execution of the deed to the purchaser, shall be received as prima facie evidence of such fact. If said first party shall pay off said note and interest and discharge fully the trusts as herein declared, before such sale, then this instrument shall become null and void, otherwise to remain in full force and effect.

And the said party of the first part, doth covenant to and agree with said party of the second part, his heirs and assigns: That they are the owner and seized of said premises in fee simple; That they have the right to convey the same; That the same are free from any encumbrances whatsoever; That they will forever warrant and defend the title to the same from the lawful claims of all persons whomsoever; and that they will execute such further deed or deeds as may be necessary or proper to carry out the true intent and purpose of this trust.

Whenever used herein, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN TESTIMONY WHEREOF, the said first party does hereunto subscribe its respective names and affix its seals.

WITNESS

State of North Carolina

County of Mecklenburg

I, Woodrow T. Washburn, Jr., a Notary Public of Mecklenburg County, North Carolina, certify that

and being duly sworn, stated that in his presence

signed the foregoing instrument

WITNESS my hand and official seal this

My commission expires:

4/22/79

Johnnie Malloy, Jr. (SEAL)

Helen Malloy (SEAL)

Johnnie Malloy, Jr. and wife Helen Malloy (Names of makers)

day of May 1926

Notary Public

TO HAVE AND TO HOLD said land and premises, with all the rights, privileges and appurtenances thereunto belonging, to the second party and his heirs and assigns, upon the trust and for the uses and purposes following:

If the said first party shall fail to make any payment hereinbefore specified at the due date thereof, then all remaining installments shall become due at the option of the third party, and on application of said third party, or its assignee, or any other person who may be entitled to the moneys due, it shall be lawful for, and the duty of, the said party of the second part, to advertise said land in some newspaper published in the county in which said land is located at least once a week for four successive weeks; or if there be no newspapers published in said county, then in three or more public places in the county aforesaid, for thirty days, therein appointing a day and place of sale, and at such time and place to expose said lands at public sale to the highest bidder for cash, and upon such sale to convey title to the purchaser.

And the said second party after first retaining 5% of the proceeds of said sale, but not less than \$25.00 in any event, as compensation for making the sale, shall then pay the costs and necessary expenses of the sale and apply so much of the residue of said proceeds as may be necessary to discharge said note and all interest and other charges then due thereon in accordance with the terms of the note, and shall pay the surplus, if any, to said first party.

The parties of the first part agree to make timely payments of all taxes and assessments and to keep the buildings on the said premises properly insured in favor of the party of the third part as its interest may appear and it is further agreed that if the party of the first part fails in this respect and the party of the third part advances any moneys in payment of such taxes, assessments or insurance premiums, the amount so expended shall be deemed principal money and be payable when the next installment is due under the note secured hereby.

The parties hereto do covenant and agree that if the trustee dies, becomes incapable of acting, renounces his trust, or for other reason becomes unacceptable to the third party, then the third party may appoint, in writing, a trustee to take the place of the second party, and upon the probate and registration of the same the trustee thus appointed shall succeed to all rights and powers of the second party.

Any statement of facts or recital by said trustee in this deed in relation to the non payment of the money secured to be paid, the amount due, the advertisement, sale, receipt of the money, and the execution of the deed to the purchaser, shall be received as prima facie evidence of such fact. If said first party shall pay off said note and interest and discharge fully the trusts, as herein declared, before such sale, then this instrument shall become null and void, otherwise to remain in full force and effect.

And the said party of the first part, doth covenant to and agree with said party of the second part, his heirs and assigns: That they are the owner and seized of said premises in fee simple; That they have the right to convey the same; That the same are free from any encumbrances whatsoever; That they will forever warrant and defend the title to the same from the lawful claims of all persons whomsoever; and that they will execute such further deed or deeds as may be necessary or proper to carry out the true intent and purpose of this trust.

Whenever used herein, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN TESTIMONY WHEREOF, the said first party does hereunto subscribe its respective names and affix its seals.

WITNESS: Mr. B. Bennett

Johnnie Malloy Jr. (SEAL)

Helen Malloy (SEAL)

State of North Carolina

County of Mecklenburg

I, Woodrow T. Washburn, a Notary Public of Mecklenburg County

County, North Carolina, certify that Mr. Bennett personally appeared before me this day,

and being duly sworn, stated that in his presence Johnnie Malloy, Jr. and wife Helen Malloy  
(Names of makers)

signed the foregoing instrument.

WITNESS my hand and official seal this 12

My commission expires: 4/28/79

day of May 1976  
Woodrow T. Washburn  
Notary Public  
BOOK 11734-415

STATE OF NORTH CAROLINA, COUNTY,

I, , a Notary Public do hereby certify that personally appeared before me this day and acknowledged the due execution of the foregoing instrument, for the purposes therein expressed.  
Witness my hand and notarial seal, this day of A.D., 19  
My commission expires: Notary Public

STATE OF NORTH CAROLINA, COUNTY,

The foregoing certificate of, a Notary Public of County, is adjudged to be correct. Therefore, let the instrument, with the certificates be registered.  
Witness my hand, this day of A.D., 19  
Clerk Superior Court

#### ASSIGNMENT

STATE OF North Carolina, COUNTY OF Mecklenburg  
FOR VALUE RECEIVED, Bob M. Barlow of B&E Construction Co., Inc. does hereby transfer, assign, and set over to the Southern National Bank of Rockingham, N.C. its successors and assigns, the within Deed of Trust and the Note which same secures, without recourse.  
DATED this day of 19  
(Corporate Seal) Secretary (If Corporation) President, Owner, Partner

(Corporate Acknowledgement)

STATE OF North Carolina, COUNTY OF Mecklenburg  
I, Woodrow T. Washam Jr., Notary Public, certify that Arthur B. Jacoby came before me this day and acknowledged that he/she is Secretary of B&E Const'n Co., Inc. a corporation and that, by authority duly given and as the act of the corporation, the foregoing assignment was signed in its name by its President sealed with its corporate seal and attested by himself/herself as its Secretary  
SWORN to before me this day of May, 1976  
NOTARY PUBLIC L.S.  
My Commission Expires: 4/22/79

STATE OF NORTH CAROLINA—Forsyth County

The foregoing (or annexed) certificate of Woodrow T. Washam, Jr. N.P. (here give name and official title of the officer signing the certificate passed upon)

Mecklenburg Co., N.C.

is/are) certified to be correct. This the 21 day of May 19 76

DRAWN OUTSIDE FORSYTH COUNTY

Probate fee 50¢ paid.

PRESENTED FOR  
REGISTRATION  
AND RECORDED

Eunice Ayers, Register of Deeds

By Jessi Golden Deputy Assistant

MAY 21 9 54 AM '76

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

LB \$4.00 pd.

BOOK 1173P1416