

Department of Housing and Urban Development

State of North Carolina

County of Forsyth

Prepared by: Roddey M. Ligon, Jr.

DEED OF TRUST

THIS Deed of Trust, made and entered into this 8th day of September, 1976 by and between

Paul T. McDowell T/A P & M Trucking Company

party of the first party (whether one or more persons), and Roddey M. Ligon, Jr. Trustee, party of the second part, and The United States of America, acting by and through the Department of Housing and Urban Development, party of the third part;

WITNESSETH, that whereas the party of the first part is indebted to the party of the third part in the principal sum of Twelve Thousand Eight Hundred Fifty Dollars (\$12,850.00), as evidenced by a promissory note of even date herewith, the terms of which are incorporated herein by reference, with interest from date, at the rate of three per centum (3%) per annum on the unpaid balance until paid, principal and interest being payable at the office of Cameron Brown Company in Raleigh, North Carolina or at such other place as the holder may designate in writing, in monthly installments. The First Installment in the amount of Sixty Three and 82/100 Dollars (\$63.82) shall be due on the day of October 1, 1976. Thereafter equal monthly installments shall be due in the amount of Seventy One and 32/100 Dollars (\$71.32) for principal and interest (plus an additional monthly amount hereafter ascertained to be added to an escrow account for the payment of Seventy One and 32/100 Dollars (\$71.32), plus said escrow amount, being due and payable on the day of November 1st, 1976, and a like sum on the first of each month thereafter until the Note, both principal and interest, is fully paid; and if not sooner paid, the final payment shall be due and payable on the first day of September, 1976.

NOW, THEREFORE, in consideration of the aforesaid indebtedness and the sum of One Dallar (\$1) cash in hand, the receipt of which is hereby acknowledged, the party of the first part has bargained, sold, given, granted, and conveyed and does by these presents bargain, sell, give, grant and convey to the party of the second part, his successors and assigns, all that certain lot or parcel of land situated in the City of Winston-Salem, County of Forsyth, State of North Carolina, and more particularly designated and described as follows:

Lying and being in the City of Winston-Salem, North Carolina fronting on the North side of West End Blvd., beginning at an iron stake at the Southeast corner of Lot 69 and running thence in a Southeastwardly direction with the said boulevard 50 feet to an iron stake to an alley; thence in a Northeastwardly direction with said alley 170 feet to an iron stake; thence in a Northwestwardly direction 95 feet to an iron stake; thence in a Southwestwardly direction with the East line of Lot 69, 170 feet to the place of Beginning on the North Side of West End Blvd., being known and designated as Lot 68, Section 1, on the plat of the West End Hotel and Land Company, recorded in Book 35, page 136, Office of the Register of Deeds of Forsyth County, N.C.

This is a second Deed of Trust subject to a prior Deed of Trust to Lee Zachary Trustee for Carl C. Hoots and wife Elva S. Hoots in the original principal amount of Nine Thousand and no/100 (\$9,000.00) Dollars, dated December 12, 1975, and recorded in Book 1162 page 640 in the Forsyth County Public Registry. Default under the prior Deed of Trust shall constitute default hereunder.

TOGETHER with all appurtenances thereto and all the estate and rights of the party of the first part in and to such property or in anywise appertaining thereto; all buildings and other structures now or hereafter thereon erected or installed, and all fixtures and articles of personal property now or hereafter attached to, or used in, or in the operation of, any such land, buildings or structures which are necessary to the complete use and occupancy of such buildings or structures for the purposes for which they were or are to be erected or installed, including, but not limited to, all heating, plumbing, bathroom, lighting, cooking, laundry, ventilating, refrigerating, incinerating and air-conditioning equipment and fixtures, and all replacements thereof and additions thereto, whether or not the same are or shall be attached to such land, buildings or structures in any manner.

TOGETHER with any and all awards now or hereafter made for the taking of the property conveyed hereby, or any part thereof, (including any easement) by the exercise of the power of eminent domain, including any award for change of grade of any street or other roadway, which awards are hereby assigned to the Trustee and are deemed a part of the property conveyed hereby, and the Trustee is hereby authorized to collect and receive the proceeds of such awards, to give proper receipts and acquittances therefor, and to apply the same toward the payment of the indebtedness secured by this Deed of Trust, notwithstanding the fact that the amount owing thereon may not then be due and payable; and the party of the first part hereby agrees, upon request, to make, execute and deliver any and all assignments and other instruments sufficient for the purpose of assigning each such award to the Trustee, free, clear and discharged of any encumbrances of any kind or nature whatsoever, and

TOGETHER with all right, title and interest of the party of the first part in and to the land lying in the streets and roads in front of and adjoining the above described land (all the above described land, buildings, other structures, fixtures, articles of personal property, awards and other rights and interests being hereinafter collectively called the "deeded property").

TO HAVE AND TO HOLD the same, with all rights, privileges and appurtenances thereunto belonging, to the party of the second part, his successors and assigns forever. The party of the first part covenants with the party of the second part that he is seized of the deeded property in fee and has the right to convey the same in fee; that the same are free and clear of all encumbrances and restrictions not specifically mentioned herein, and that he will warrant and forever defend the title to the same unto the party of the second part against the lawful claims of all persons whomsoever.

IN TRUST, HOWEVER, for the uses and purposes following:

If the party of the first part shall well and truly perform all the terms and conditions of this Deed of Trust and of the note secured hereby, then this conveyance shall be null and void, and shall be properly canceled of record. If, however, there shall be a default under this Deed of Trust, or under the note secured hereby, and if such aggregate monthly payment is not paid in full prior to the due date of the next such monthly payment, then all sums owing by the party of the first part to the party of the third part under this Deed of Trust or under the note secured hereby shall immediately become due and payable at the option of the party of the third part; and, on the application of the party of the third part, it shall be lawful for and the duty of the party of the second part, and he is authorized and empowered, to sell the lands and premises hereinbefore described at public auction to the highest bidder for cash at the usual and customary place for such sales at the Courthouse in the aforesaid County, after first giving notice of the time, place and terms of such sale by posting the same at the Courthouse door, and after due advertisement as provided by law in the State of

Mail: City Attorney
HUD FORM 6238
(N.C.) 7/1/71

Department of Housing and Urban Development

State of North Carolina

County of Forsyth

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TOGETHER with any and all awards now or hereafter made for the taking of the property conveyed hereby, or any part thereof, (including any easement) by the exercise of the power of eminent domain, including any award for change of grade of any street or other roadway, which awards are hereby assigned to the Trustee and are deemed a part of the property conveyed hereby, and the Trustee is hereby authorized to collect and receive the proceeds of such awards, to give proper receipts and acquittances therefor, and to apply the same toward the payment of the indebtedness secured by this Deed of Trust, notwithstanding the fact that the amount owing thereon may not then be due and payable; and the party of the first part hereby agrees, upon request, to make, execute and deliver any and all assignments and other instruments sufficient for the purpose of assigning each such award to the Trustee, free, clear and discharged of any encumbrances of any kind or nature whatsoever, and

TOGETHER with all right, title and interest of the party of the first part in and to the land lying in the streets and roads in front of and adjoining the above described land (all the above described land, buildings, other structures, fixtures, articles of personal property, awards and other rights and interests being hereinafter collectively called the "deeded property").

TO HAVE AND TO HOLD the same, with all rights, privileges and appurtenances thereunto belonging, to the party of the second part, his successors and assigns forever. The party of the first part covenants with the party of the second part that he is seized of the deeded property in fee and has the right to convey the same in fee; that the same are free and clear of all encumbrances and restrictions not specifically mentioned herein, and that he will warrant and forever defend the title to the same unto the party of the second part against the lawful claims of all persons whomsoever.

IN TRUST, HOWEVER, for the uses and purposes following:

If the party of the first part shall well and truly perform all the terms and conditions of this Deed of Trust and of the note secured hereby, then this conveyance shall be null and void, and shall be properly canceled of record. If, however, there shall be a default under this Deed of Trust, or under the note secured hereby, and if such aggregate monthly payment is not paid in full prior to the due date of the next such monthly payment, then all sums owing by the party of the first part to the party of the third part under this Deed of Trust or under the note secured hereby shall immediately become due and payable at the option of the party of the third part; and, on the application of the party of the third part, it shall be lawful for and the duty of the party of the second part, and he is authorized and empowered, to sell the lands and premises hereinbefore described at public auction to the highest bidder for cash at the usual and customary place for such sales at the Courthouse in the aforesaid County, after first giving notice of the time, place and terms of such sale by posting the same at the Courthouse door, and after due advertisement as provided by law in the State of

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North Carolina for sales of real estate under mortgages or deeds of trust; and upon such sale the party of the second part shall collect the purchase money and convey title to the purchaser in fee simple, and after retaining one per centum (1%) of the proceeds of such sale as compensation for the making thereof and for all services performed, and after retaining also all expenses incurred, including reasonable attorney's fees, the party of the second part shall apply so much of the residue as may be necessary to pay off the debt secured hereby, including accrued interest thereon, as well as any other sums owing to the party of the third part by the party of the first part pursuant to this instrument, and he shall pay the surplus, if any, to the party of the first part. The party of the first part agrees that in the event of a sale hereunder the party of the third part shall have the right to bid thereat. If the party of the third part, its successors or assigns, shall for any reason desire to replace the party of the second part, or any of his successors, as Trustee hereunder, the party of the third part, its successors or assigns, shall have the right to remove the said Trustee and appoint his successor by an instrument in writing, duly acknowledged or proved so as to entitle the same to record in this State, and the new Trustee shall thereupon become successor to the title of the said property and the same shall become vested in him in trust for the purposes and uses of these presents, with all the powers, duties and obligations herein conferred on the party of the second part in the same manner and to the same effect as through he were named herein as Trustee.

The party of the first part does hereby covenant and agree as follows:

1. The party of the first part will promptly pay the principal of and interest on the indebtedness evidenced by the Note, and all other charges and indebtedness provided therein and in this Deed of Trust at the times and in the manner provided in the Note and in this Deed of Trust.

2. The party of the first part will pay when due, as hereinafter provided, all ground rents, if any, and all taxes, assessments, water rates and other governmental charges, fines and impositions, of every kind and nature whatsoever, now or hereafter imposed on the deeded property, or any part thereof, and will pay when due every amount of indebtedness secured by any lien to which the lien of this Deed of Trust is expressly subject.

3. This Deed of Trust and the Note were executed and delivered to secure moneys advanced, or to be advanced, by the party of the third part as or on account of a loan evidenced by the Note, for the purpose of making the improvements described or referred to in the Application for Federal Rehabilitation Loan dated _____ to or on the deeded property, and for such other purpose, if any, described or referred to therein, which improvements are hereinafter collectively called "Improvements." The party of the first part shall make or cause to be made all the improvements. If the construction or installation of the Improvements shall not be carried out with reasonable diligence, or shall be discontinued at any time for any reason, other than strikes, lock-outs, acts of God, fires, floods or other similar catastrophes, riots, war or insurrection, the Trustee after due notice to the party of the first part is hereby authorized (a) to enter upon the property and employ any watchman to protect the improvements from depredation or injury and to preserve and protect such property, (b) to carry out any or all then existing contracts between the party of the first part and other parties for the purpose of making any of the improvements, (c) to make and enter into additional contracts and incur obligations for the purposes of completing the Improvements pursuant to the obligations of the party of the third part hereunder, either in the name of the party of the third part, the Trustee, or the party of the first part, and (d) to pay and discharge all debts, obligations and liabilities incurred by reason of any action taken by the Trustee or party of the third part as provided in this Paragraph, all of which amounts so paid by the Trustee or party of the third part, with interest thereon from the date of each such payment, at the rate of three per cent (3%) per annum, shall be payable by the party of the first part to the Trustee or party of the third part on demand and shall be secured by this Deed of Trust.

4. No building or other structure or improvement, fixture or personal property conveyed hereby shall be removed or demolished without the prior written consent of the party of the third part or Trustee. The party of the first part will not make, permit or suffer any alteration of or addition to any building or other structure or improvement now or which may hereafter be erected or installed upon the deeded property, or any part thereof, except the improvements required to be made pursuant to Paragraph 3 hereof, nor will the party of the first part use, or permit or suffer the use of, any of the deeded property for any purpose other than the purpose or purposes for which the same is now intended to be used, without the prior written consent of either the Trustee or party of the third part. The party of the first part will maintain the deeded property in good condition and state of repair and will not suffer or permit any waste to any part thereof, and will promptly comply with all the requirements of Federal, state and local governments, or of any departments, divisions or bureaus thereof, pertaining to such property or any part thereof.

5. The party of the first part will not voluntarily create, or permit or suffer to be created or to exist, on or against the property, or any part thereof, any lien superior to the lien of this Deed of Trust, exclusive of the lien or liens, if any, to which this Deed of Trust is expressly subject, as set forth in the granting clause above, and will keep and maintain the same free from the claims of all parties supplying labor or materials which will enter into the construction or installation of the improvements.

6. (a) The party of the first part will keep all buildings, other structures and improvements including equipment now existing or which may hereafter be erected or installed on the land deeded hereby, insured against loss by fire and other hazards, casualties and contingencies, in such amounts and manner, and for such periods, all as may be required from time to time by the party of the third part. Unless otherwise required by the party of the third part, all such insurance shall be effected by Standard Fire and Extended Coverage Insurance policies, in amounts not less than necessary to comply with the coinsurance clause percentage of the value applicable to the location and character of the property to be covered. All such insurance shall be carried in companies approved by the party of the third part and all policies therefor shall be in such form and shall have attached thereto loss payable clauses in favor of the party of the third part and any other parties as shall be satisfactory to the party of the third part. All such policies and attachments thereto shall be delivered promptly to the party of the third part unless they are required to be delivered to the holder of a lien of a mortgage or similar instrument to which this Deed of Trust is expressly subject, in which latter event certificates thereof, satisfactory to the party of the third part, shall be delivered promptly to the party of the third part. The party of the first part will pay promptly when due, as hereinafter provided, any and all premiums on such insurance, and in every case in which payment thereof is not made from the deposits therefor required by this Deed of Trust, promptly submit to the party of the third part for examination receipts or other evidence of such payment as shall be satisfactory to the party of the third part. The party of the third part may obtain and pay the premium on (but shall be under no obligation to do so) every kind of insurance required hereby if the amount of such premium has not been deposited as required by this Deed of Trust, in which event the party of the first part will pay to the party of the third part every premium so paid by the party of the third part.

(b) In the event of loss or damage to the deeded property, the party of the first part will give to the party of the third part immediate notice thereof by mail, and the party of the third part may make and file proof of loss if not made otherwise promptly by or on behalf of the party of the first part. Each insurance company issuing any such policy is hereby authorized and directed to make payment thereunder for such loss directly to the party of the third part, instead of to the party of the first part and the party of the third part jointly, unless the amount of loss is payable first to the holder of a lien under a mortgage or similar instrument to which this Deed of Trust is expressly subject; and the insurance proceeds or any part thereof if received by the party of the third part may be applied by the party of the third part, at its option, either in reduction of the indebtedness hereby secured, or to the restoration or repair of the property damaged. In the event of foreclosure of this Deed of Trust, or of any transfer of title to the deeded property in extinguishment of such indebtedness, all right, title and interest of the party of the first part in and to every such insurance policy then in force, subject to the rights and interests of the holder of any such prior lien, shall pass to the grantee acquiring title to the deeded property together with such policy and appropriate assignment of such right, title and interest which shall be made by the party of the first part.

7. (a) In order more fully to protect the security of this Deed of Trust, the party of the first part shall deposit with the party of the third part together with, and in addition to, the payment of principal and interest monthly on account of the Note secured hereby, until the Note is paid in full, an amount of money equal to the total amount of (i) ground rents, if any, next becoming due, (ii) the premiums next becoming due on the policies of fire and all other hazard insurance required by this Deed of Trust with respect to the deeded property, (iii) taxes, assessments, water rates and other governmental charges next becoming due on the deeded property (all the foregoing amounts as estimated by the party of the third part and set forth in a written notice of such estimate by the party of the third part to the party of the first part from time to time), less all amounts that may already have been paid therefor, divided by the number of calendar months to elapse before one calendar month prior to the date when such ground rents, premium, taxes assessments, water rates and other governmental charges, respectively, will become due and payable. If any amount referred to in clauses (i) through (iii) hereof is required to be deposited by the party of the first part under a mortgage or similar instrument having priority over the lien of this Deed of Trust, the party of the first part shall make the deposits required by this Paragraph 7 only in the event of the termination of such obligation under the prior mortgage or similar instrument. The party of the first part shall give prompt notice in writing to the party of the third part of the occurrence of the last mentioned event. All such amounts so deposited with the party of the third part shall be held by the party of the third part, or the Trustee, or any agent of the party of the third part designated by the party of the third part, in trust to be used only for the payment of such ground rents, premiums, taxes, assessments, water rates and other governmental charges. No interest shall be payable by the party of the third part on any sum so deposited.

(b) All amounts required to be deposited with the party of the third part monthly in accordance with Paragraph 7 (a) hereof, and the amount of principal and interest to be paid each month on account of the Note, shall be added together, and the aggregate amount thereof shall be paid by the party of the first part to the party of the third part in a single payment to be applied by the party of the third part on account of the indebtedness of the party of the first part pursuant to the Note and this Deed of Trust (to the extent that monies are available from the amount so deposited), in the order, any provisions of the Note to the contrary notwithstanding, as follows:

FIRST, to the amount of such ground rents, if any, fire and other hazard insurance premiums, taxes, assessments, water rates and other governmental charges required to be paid under provisions of this Deed of Trust in whatever sequence the party of the third part may exclusively determine;

SECOND, to interest due on the Note;

THIRD, to the principal due on the Note; and

FOURTH, the remainder to the late charges, if any, referred to in the Note.

Any deficiency in the amount of any such aggregate monthly payment shall, unless paid by the party of the first part prior to the due date of the next such deposit payable, constitute an event of default under this Deed of Trust.

(c) Any excess funds that may be accumulated by reason of the deposits required under Paragraph (7) (a) hereof, remaining after payment of the amounts described in clauses (i), (ii), and (iii) thereof, shall be credited to subsequent respective monthly amounts of the same nature required to be paid thereunder. If any such amount shall exceed the estimate therefor, the party of the first part shall forthwith pay to the party of the third part the amount of such deficiency upon written notice by the party of the third part of the amount thereof. Failure to do so before the due date of such amount shall be an event of default under this Deed of Trust. If the deeded property is sold under foreclosure or is otherwise acquired by the party of the third part, after default by the party of the first part, any remaining balance of the accumulations under Paragraph 7 (a) hereof, shall be credited to the principal amount owing on the Note as of the date of commencement of foreclosure proceedings for the deeded property, or as of the date the deeded property is otherwise so acquired.

8. The Improvements and all plans and specifications therefor shall comply with all applicable municipal ordinances, regulations and rules made or promulgated by lawful authority, and upon their completion shall comply therewith and with the rules of the Board of Fire Underwriters having jurisdiction.

9. Upon any failure by the party of the first part to comply with or perform any of the terms, covenants or conditions of this Deed of Trust requiring the payment of any amount of money by the party of the first part, other than the principal amount of the loan evidenced by the Note, interest and other charges, as provided in the Note, the party of the third part may at its option make such payment. Every payment so made by the party of the third part (including reasonable attorney's fees incurred thereby), with interest thereon from the date of such payment, at the rate of three per cent (3%) per annum, except any payment for which a different rate of interest is specified herein, shall be payable by the party of the first part to the party of the third part on demand and shall be secured by this Deed of Trust. This Deed of Trust with respect to any such amount and the interest thereon, shall constitute a lien on the deeded property prior to any other lien attaching or accruing subsequent to the lien of this Deed of Trust.

10. The party of the third part, by any of its agents or representatives, shall have the right to inspect the deeded property from time to time at any reasonable hour of the day. Should the deeded property, or any part thereof, at any time require inspection, repair, care or attention of any kind or nature not provided by this Deed of Trust as determined by the party of the third part in its sole discretion, the party of the third part, may, after notice to the party of the first part, enter or cause entry to be made upon, the deeded property, and inspect, repair, protect, care for and/or maintain such property, as the party of the third part may in its sole discretion deem necessary, and may pay all amounts of money therefor, as the party of the third part may in its sole discretion deem necessary.

11. The principal amount owing on the Note together with interest thereon and all other charges, as therein provided, and all other amounts of money owing by the party of the first part to the party of the third part pursuant to and secured or intended to be secured by this Deed of Trust shall immediately become due and payable without notice or demand upon the appointment of a receiver or liquidator, whether voluntary or involuntary, for the party of the first part or any of the property of the party of the first part, or upon the filing of a petition by or against the party of the first part under the provisions of any State insolvency law, or under the provisions of the Bankruptcy Act of 1898, as amended, or upon the making by the party of the first part of an assignment for the benefit of the creditors of the party of the first part. The party of the third part is authorized to declare, at its option, all or any part of such indebtedness immediately due and payable upon the happening of any of the following events:

- (a) Failure to pay the amount of any installment of principal and interest, or other charges payable on the Note, which shall have become due, prior to the due date of the next such installment;
- (b) Nonperformance by the party of the first part of any covenant, agreement, term or condition of this Deed of Trust or of the Note (except as otherwise provided in subdivision (a) hereof) or of any other agreement heretofore, herewith or hereafter made by the party of the first part with the party of the third part in connection with such indebtedness;
- (c) Failure of the party of the first part to perform any covenant, agreement, term or condition of any instrument creating a lien upon the deeded property, or any part thereof, which shall have priority over the lien of this Deed of Trust;
- (d) The discovery by the party of the third part of the failure of the party of the first part in any application of the party of the first part to the party of the third part to disclose any fact deemed by the party of the third part to be material, or the making therein, or in any of the agreements entered into by the party of the first part with the party of the third part (including, but not limited to, the Note and this Deed of Trust) of any misrepresentation, by, on behalf of, or for the benefit of the party of the first part;
- (e) The sale, lease or other transfer of any kind or nature of the deeded property, or any part thereof, without the prior written consent of the party of the third part;

The failure of the party of the third part to exercise any of its rights hereunder shall not constitute a waiver thereof. All the events in this Paragraph enumerated upon the happening of any of which the Note shall become, or may be declared to be, immediately due and payable, are in this Deed of Trust called "events of default."

12. The party of the third part may from time to time cure each default under any covenant or agreement in any instrument creating a lien upon the deeded property, or any part thereof, which shall have priority over the lien of this Deed of Trust to such extent as the party of the third part may exclusively determine, and each amount paid (if any) by the party of the third part to cure any such default shall be paid by the party of the first part to the party of the third part and the party of the third part shall also become subrogated to whatever rights the holder of the prior lien might have under such instrument.

13. (a) After the happening of any default hereunder, the party of the first part shall upon demand of the party of the third part surrender possession of the deeded property to the party of the third part, and the party of the third part or the Trustee may enter upon such property and let the same and collect all the rents therefrom which are due or to become due, and apply the same, after payment of all charges and expenses, on account of the indebtedness hereby secured, and all such rents and all leases existing at the time of such default are hereby assigned to the party of the third part as further security for the payment of the indebtedness secured hereby; and the party of third part may also dispossess, by the usual summary proceedings, any tenant defaulting in the payment of any rent to the party of the third part.

(b) In the event that the party of the first part occupies the deeded property or any part thereof the party of the first part agrees to surrender possession of such property to the party of the third part or the Trustee immediately after any such default hereunder, and if the party of the first part remains in possession after such default, such possession shall be as a tenant of the party of the third part, and the party of the first part shall pay in advance, upon demand by the party of the third part, as a reasonable monthly rental for the premises occupied by the party of the first part, an amount at least equivalent to one-twelfth of the aggregate of the twelve monthly installments payable in the current calendar year, plus the actual amount of the annual ground rent, if any, taxes, assessments, water rates, other governmental charges, and insurance premiums payable in connection with the deeded property during such year, and upon the failure of the party of the first part to pay such monthly rental, the party of the first part may also be dispossessed by the usual summary proceedings applicable to tenants. This covenant shall become effective immediately upon the happening of any such default, as determined in the sole discretion of the party of the third part, who shall give notice of such determination to the party of the first part; and in the case of foreclosure and the appointment of a receiver of the rents, the within covenant shall inure to the benefit of such receiver.

14. The party of the third part in any action to foreclose this Deed of Trust shall be entitled to the appointment of a receiver without notice, as a matter of right and without regard to the value of the deeded property, or the solvency of the party of the first part or other party liable for the payment of the Note and other indebtedness secured by this Deed of Trust.

15. The party of the first part, within ten (10) days upon request in person or within twenty (20) days upon request by mail, will furnish promptly a written statement in form satisfactory to the party of the third part, signed by the party of the first part and duly acknowledged, of the amount then owing on the Note and other indebtedness secured by this Deed of Trust and whether any offsets or defenses exist against such indebtedness or any part thereof.

16. The party of the first part will give immediate notice by registered or certified mail to the party of the third part of any fire, damage or other casualty affecting the deeded property, or of any conveyance, transfer or change in ownership of such property, or any part thereof.

17. Notice and demand or request may be made in writing and may be served in person or by mail.

18. In case of a foreclosure sale of the deeded property it may be sold in one parcel.

19. The party of the first part will not assign the rents, if any, in whole or in part, from the deeded property, or any part thereof, without the prior written consent of the party of the third part.

20. This Deed of Trust and all the covenants, agreements, terms and conditions herein contained shall be binding upon and inure to the benefit of the party of the first part and the heirs, legal representatives and assigns of the party of the first part, and, to the extent permitted by law, every subsequent owner of the deeded property, and shall be binding upon the inure to the benefit of the party of the third part and its assigns. If the party of the first part, as defined herein, consists of two or more parties, this Deed of Trust shall constitute a grant and conveyance by all of them jointly and severally, and they shall be obligated jointly and severally under all the provisions hereof and under the Note. The words "party of the third part" shall include any person, corporation or other party who may from time to time be the holder of this Deed of Trust and the Note secured hereby. Wherever used herein the singular number shall include the plural, and the plural number shall include the singular, and the use of any gender shall be applicable to all genders wherever the sense requires.

IN WITNESS WHEREOF, the party of the first part has hereunto set _____ hand(s) and seal(s) the day and year first above written.

Paul T. McDowell [SEAL]
P & M Trucking Company [SEAL]
[SEAL]

STATE OF NORTH CAROLINA
COUNTY OF FORSYTH

I,

Joyce J. Tuttle

, a Notary Public of said

State and County, do hereby certify that

Paul T. McDowell

P & M Trucking Company, personally appeared before me this
Witness my hand and Notarial Seal, this 8th day of September, 19 76 day and acknowledged the due
execution of the foregoing
instrument.



Joyce J. Tuttle
Notary Public

My Commission Expires: April 5, 1981

STATE OF NORTH CAROLINA
COUNTY OF

I,

, a Notary Public of said State and County, do hereby certify that

personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and Notarial Seal, this _____ day of _____, 19 _____

Notary Public

My Commission Expires: _____

STATE OF NORTH CAROLINA—Forsyth County

The foregoing (or annexed) certificate of Joyce J. Tuttle 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 16th day of Sept, 19 76

Probate fee 50¢ paid.

PRESENTED FOR
REGISTRATION
AND RECORDED

Eunice Ayers, Register of Deeds

By Jessie Golden Deputy-Assistant

SEP 16 3 28 PM '76

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

J.B. \$ 5.00 Pd.

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