

Mail to W. L. Tilley 210 North Peace Haven Rd. Winston-Salem, N.C. 27103  
(Name) (St. & No. of R.F.D.) (City) (State)

STATE OF NORTH CAROLINA  
COUNTY OF FORSYTH

DEED OF TRUST

This Indenture, made this 18th day of April, 1977, by and between  
S & J HOMEBUILDERS, a General Partnership of North Carolina

part Y of the first part, and LESLIE G. FRYE Trustee, party of the second part,  
W. L. TILLEY and wife, VIOLA L. TILLEY and R. J. MARKLAND  
and and wife, RUTH S. MARKLAND parties of the third part;

WITNESSETH, Whereas, the said part Y of the first part being indebted to said parties of the third part  
in the principal sum of SIX THOUSAND AND NO/100----- Dollars for balance of  
purchase price for real estate as evidenced by note(s) of even date herewith, as follows:

One note in the amount of \$6,000.00, without interest, being due and payable as more fully set  
out in said note.

the payment whereof the said part Y 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 part Y of the first part has granted, bargained and sold and by these presents do  
grant, bargain, sell and convey unto the said Leslie G. Frye 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 Lot Number 20 as shown  
on the Map of McGregor Manor as recorded in Plat Book 25,  
Page 106, 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 Leslie G. Frye Trustee, his successors and assigns, in trust for  
the uses and purposes hereinafter limited, described and declared. And the said part Y of the first part covenant(s) with the said  
Trustee that they are seized of said premises in fee, and have the right to convey the same in fee simple; that the  
same are free from all encumbrances, and that they 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 part Y 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 he Y 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 Leslie G. Frye 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 giving all notices of hearing and sale for the time and in  
the manner prescribed by applicable law, and thereafter 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 applying 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 law.

It is stipulated and agreed that in case the said part Y of the first part shall pay off said note(s) and interest and shall dis-  
charge fully the trusts herein declared before such sale then the aforesaid premises shall be reconveyed to the said part Y of the  
first part or the title hereto be revested according to the provisions of law. And the said part Y of the first part covenant S and  
agree S 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 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 ex-  
pended 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 part Y 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 S & J HOMEBUILDERS, a North Carolina Partnership

has S hereunto set its hand and seal the day and year first above written.

S & J HOMEBUILDERS, a General  
Partnership of North Carolina (SEAL)

By: E. Wayne Jones (SEAL)  
E. WAYNE JONES, Partner

(SEAL)  
By: Arvil A. Stanley (SEAL)  
ARVIL A. STANLEY, Partner  
BOOK 1208 P 0945

STATE OF NORTH CAROLINA—Forsyth County

I, \_\_\_\_\_, a Notary Public of Forsyth County, North Carolina, do certify that \_\_\_\_\_ and his wife, \_\_\_\_\_ 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\_\_\_\_.



\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

STATE OF NORTH CAROLINA—Forsyth County

I, Maxine W. Hicks, a Notary Public of Forsyth County, North Carolina, do certify that E. WAYNE JONES and ARVIL A. STANLEY ~~and others~~ trading as S & J HOMEBUILDERS, a General Partnership of North Carolina

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 12<sup>th</sup> day of July, 1977.  
My Commission Expires September 1, 1979



Maxine W. Hicks Notary Public  
My commission expires: September 1, 1979

STATE OF NORTH CAROLINA—Forsyth County

This \_\_\_\_\_ day of \_\_\_\_\_, A.D., 19\_\_\_\_, personally came before me, \_\_\_\_\_, a notary public, \_\_\_\_\_ (Name of Secretary or Assistant Secretary) who, being by me 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 \_\_\_\_\_, signed his name in attestation of the execution of said instrument in the presence of said \_\_\_\_\_ President of said Corporation.



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 Maxine W. Hicks 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 12<sup>th</sup> day of July, A.D. 19 77

Probate fee 50¢ paid.  
Filing fee \$ 3.00 paid.

Eunice Ayers, Register of Deeds  
By Jessie G. Frye Deputy

Drawn By Jessie G. Frye

PRESENTED FOR  
REGISTRATION  
AND RECORDED.  
JUL 12 3 15 PM '77  
EUNICE AYERS  
REGISTER OF DEEDS  
FORSYTH CTY. N.C.

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

DEED OF TRUST  
FROM  
S & J HOMEBUILDERS, a General  
Partnership of North Carolina  
TO  
LESLIE G. FRYE  
TRUSTEE  
FOR  
W. L. TILLEY and wife, VIOLA  
L. TILLEY, and R. J. MARKLAND  
and wife, RUTH S. MARKLAND

BOOK 1206 P 0946