

Mail to Porter Box

(Name)

(St. & No. or R.F.D.)

(City)

(State)

STATE OF NORTH CAROLINA
COUNTY OF FORSYTHCORPORATION
DEED OF TRUSTThis Indenture, made this 12th day of January, 19 79, by and betweenE & A CONSTRUCTION CO. INC.

, a Corporation of Forsyth County, North Carolina,

party of the first part, and ROBERT W. PORTER Trustee, party of the second part,
and CLEMMONS WEST DEVELOPMENT CO., a N.C. General Partnership part Y of the third part;

WITNESSETH, Whereas, the said party of the first part being indebted to said part Y of the third part in the principal sum of TEN THOUSAND ONE HUNDRED FIVE Dollars for Balance of purchase price of real estate as evidenced by note(s) of even date herewith, as follows:
One Note in the amount of \$10,105.00, plus interest at the rate of 10% per annum, being due and payable in full One Year from date all as more fully set out in said note,
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 Robert W. Porter 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 252, as shown on the Plat of Clemmons West, Section 5, as recorded in Plat Book 27, page 48 (2 sheets) 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 appertaining thereto, unto the said Robert W. Porter 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 Robert W. Porter Trustee, his successors or assigns, at the request of the said part Y of the third part, or its 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 6% 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 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 party 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 party 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.

Attest: Linda L. Hemrick Secretary
By: Robert W. Porter President
E & A CONSTRUCTION CO. INC.

STATE OF NORTH CAROLINA - COUNTY OF FORSYTH
This 12 day of April, 1979, personally came before me, Beryl R. Mitchell, a notary public, Linda L. Hemrick who, being by me duly sworn, says that he knows the Common Seal of E & A CONSTRUCTION CO. INC. and is acquainted with ROBERT G. HENRICK who is the President of said Corporation, and that he, the said Linda L. Hemrick, 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 Linda L. Hemrick, 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 12 day of April, 1979.
(Notarial Seal) Beryl R. Mitchell Notary Public
My commission expires: May 4, 1982

STATE OF NORTH CAROLINA - Forsyth County
The foregoing (or annexed) certificate of Beryl R. Mitchell 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 9th day of May, A.D. 1979.
#1.00
Probate fee 90 paid.
Eunice Ayers, Register of Deeds
By: Jessie Aden Deputy Assistant
Filing Fee \$ 4.00 paid.

Drafted by: Robert W. Porter

PRESENTED FOR REGISTRATION AND RECORDED
MAY 9 2 56 PM '79
EUNICE AYERS REGISTER OF DEEDS FORSYTH CTY. N.C.
FOR
Trustee
TO
FROM
CORPORATION DEED OF TRUST
E & A Construction Co. Inc.
E & A Construction Co. Inc.
JEB

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