

This Deed drafted by: Archibald H. Scales, III, Attorney at Law
Mail this Deed to: _____
(Name) (Street & Number) (City) (State) (Zip)

STATE OF NORTH CAROLINA
COUNTY OF FORSYTH
PURCHASE MONEY
DEED OF TRUST
This Indenture, made this 30 day of January, 1984, by and between
D & B PROPERTIES, a North Carolina Limited Partnership

parties of the first part, and ARCHIBALD H. SCALES, III Trustee, party of the second part,
and CHERYL F. FULTON, MARILYN F. BEESON AND JUDITH L. FLYNN parties of the third part;

WITNESSETH, Whereas, the said part y of the first part being indebted to said part ies of the third part
in the principal sum of THIRTY-FIVE THOUSAND AND NO/100 Dollars for purchase
money of real estate

one note to Cheryl F. Fulton for \$11,666.67, one note to Marilyn F. Beeson, all
for \$11,666.67 and one note to Judith L. Flynn for \$11,666.66. Final maturity of all
notes is 2014,
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 as granted, bargained and sold and by these presents do es grant, bargain, sell and convey unto
the said Archibald H. Scales, III, his successors, or assigns, that certain piece, parcel, lot or tracts of land lying in Forsyth County, and
more particularly described as follows:

Beginning at an iron stake in the Southeast margin
of State Highway No. 311, one hundred (100) feet South-West
of Intersection of State Highway No. 311 and New State
Highway No. 66, R. C. Jones' corner; thence with said R. C. Jones'
line South 41 degrees and 35' East 200 feet to an iron stake, R. C.
Jones' corner; thence South 44 degrees and 55' West with R. C. Jones'
line 75 feet to an iron stake, R. C. Jones' corner; thence North 41
degrees and 35' West with R. C. Jones' line 200 feet to an iron
stake, R. C. Jones' corner in the Southeast margin of State Highway
No. 311; thence with Southeast margin of State Highway No. 311, North
44 degrees and 55' East 75 feet to the Beginning.

THIS DEED OF TRUST IS GOVERNED BY THE TERMS OF THE ATTACHED SCHEDULE A
WHICH IS INCORPORATED HEREIN.

TO HAVE AND TO HOLD The said premises, together with all the privileges and appurtenances thereto belonging, incident or appertaining thereto, unto the
said Archibald H. Scales, III 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 it is seized of said premises in fee, and as
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 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 it shall fail or neglect to pay the principal and interest due on any 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 Archibald H.
Scales, III 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 to 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 discharge 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 y 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 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 part y 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 D & B Properties, a North Carolina Limited Partnership,
general partner
has caused these presents to be executed by its
general partner

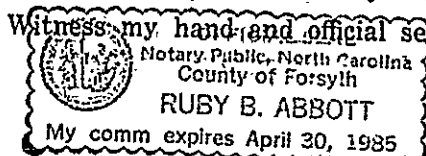
(SEAL) By Dolly S. Haverlee (SEAL)
General Partner

(SEAL) _____ (SEAL)

1427P1246

STATE OF NORTH CAROLINA—Forsyth County

I, Ruby B. Abbott, a Notary Public of Forsyth County, North Carolina, do certify that DOLLY J. HAVERKOS, General Partner ~~and his wife~~ of D & B Properties ~~and~~ personally appeared before me this day and acknowledged the due execution of the foregoing Deed of Trust.



Witness my hand and official seal, this 30 day of January, 1984.
Ruby B. Abbott Notary Public
 My commission expires: 4-30-85

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

This _____ day of _____, A.D., 19____, personally came before me, _____, a notary public, _____ 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 Ruby B. Abbott N.P., Forsyth Co., N.C. (I give name and official title of the officer signing the certificate, passed upon) is (are) certified to be correct. This the 30 day of Jan., A.D. 1984.

Eunice Ayers, Register of Deeds

Probate and filing fee \$ 8.00 paid. By Janet Bottom Deputy-Assistant

PRESENTED FOR
 REGISTRATION
 AND RECORDED
 JAN 30 3 44 PM '84
 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
 TO
 TRUSTEE
 FOR

1427 P 247

Deed of Trust from D & B Properties to Judith L. Flynn,
Marilyn F. Beeson and Cheryl F. Fulton

SCHEDULE A

If all or any part of the property or an interest therein is sold or transferred by Grantor without Beneficiaries' prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Beneficiaries may, at their option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Beneficiaries shall have waived such option to accelerate if, prior to the sale or transfer, they and the person to whom the property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Beneficiaries and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as they shall request. If Beneficiaries have waived the option to accelerate provided in this paragraph, and if Grantor's successor in interest has executed a written assumption agreement accepted in writing by Beneficiaries, they shall release Grantor from all obligations under this Deed of Trust and the Notes.

The holder of any of the notes secured by this deed of trust shall not sell or assign her interest at a discount without first offering such note to the maker of the note, in writing, at the same discount. If the maker shall fail to commit to purchase the note at such discount within 10 days after such offer or shall fail to consummate such purchase within 30 days after such offer, this restriction shall be void.

Maker shall keep the improvements now existing or hereafter erected on the property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as holder may require and in such amounts and for such periods as holder may require; provided, that holder shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Deed of Trust.

All insurance policies and renewals thereof shall be in form acceptable to holder and shall include a standard mortgage clause in favor of and in form acceptable to holder. Holder shall have the right to hold the policies and renewals thereof, and upon request, all renewal notices and all receipts of paid premiums.

Unless holder and maker otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to maker.

D & B PROPERTIES

By Dolly J. Havertus
General Partner