



115

PRESENTED FOR
REGISTRATION
AND RECORDED

JAN 30 4 29 PM '84

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

BOOK 1427 P 1338

Recording: Time, Book and Page

\$7.00 pd. cc

SATISFACTION: The debt secured by the within Deed of Trust
together with the note(s) secured thereby has been satisfied in full.

This the _____ day of _____, 19____

Signed: _____

Tax Lot No. _____ Parcel Identifier No. _____

Verified by _____ County on the _____ day of _____, 19____

by _____

Mail after recording to _____

This instrument was prepared by T. Paul Hendrick *800*

Brief description for the Index

NORTH CAROLINA DEED OF TRUST

THIS DEED of TRUST made this 30 day of JANUARY, 19 84, by and between:

GRANTOR

TRUSTEE

BENEFICIARY

K & E PROPERTIES

SUSAN D. WALKER

KOYT EVERHART, JR., AND
EDWARD V. ZOTIAN

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

The designation Grantor, Trustee, and Beneficiary as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, That whereas the Grantor is indebted to the Beneficiary in the principal sum of TEN AND NO/100-----

as evidenced by a promissory note of even date herewith, the terms of which are incorporated herein by reference. The final due date for payment

of said promissory note, if not sooner paid, is Jan. 30, 1985

NOW, THEREFORE, as security for said debt and a valuable consideration, receipt of which is hereby acknowledged, the Grantor has bargained, sold, given, granted and conveyed and does by these presents bargain, sell, give, grant and convey to said Trustee, his heirs, or successors, and assigns,

the parcel(s) of land situated in the City of Winston-Salem Township,Forsyth County, North Carolina, and more particularly described as follows:

SEE EXHIBIT A

TO HAVE AND TO HOLD said real property with all privileges and appurtenances thereunto belonging, to the said Trustee, his heirs, successors, and assigns forever, upon the trusts, terms and conditions, and for the uses hereinafter set forth.

If the Grantor shall pay the note secured hereby in accordance with its terms, together with interest thereon, and any renewals or extensions thereof in whole or in part, and shall comply with all of the covenants, terms, and conditions of this deed of trust, then this conveyance shall be null and void and may be cancelled of record at the request of the Grantor. If, however, there shall be any default in any of the covenants, terms, or conditions of the note secured hereby, or any failure or neglect to comply with the covenants, terms, or conditions contained in this deed of trust, then and in any of such events, if the default is not made good within fifteen (15) days, the note shall, at the option of the Beneficiary, at once become due and payable without notice, and it shall be lawful for and the duty of the Trustee, upon request of the Beneficiary, to sell the land herein conveyed at public auction for cash, after having first given such notice of hearing as to commencement of foreclosure proceedings and obtained such findings or leave of court as may be then required by law and giving such notice and advertising the time and place of such sale in such manner as may be then provided by law, and upon such and any resales and upon compliance with the then law relating to foreclosure proceedings to convey title to the purchaser in fee simple.

The proceeds of the Sale shall after the Trustee retains his commission be applied to the costs of sale, the amount due on the note hereby secured and otherwise as required by the then existing law relating to foreclosures. The Trustee's commission shall be five per cent of the gross proceeds of the sale or the minimum sum of \$100.00, whichever is greater, for a completed foreclosure. In the event foreclosure is commenced, but not completed, the Grantor shall pay all expenses incurred by Trustee and a partial commission computed on five per cent of the outstanding indebtedness or the above stated minimum sum, whichever is greater, in accordance with the following schedule, to wit: one-fourth thereof before the Trustee issues a notice of hearing on the right to foreclose; one-half thereof after issuance of said notice; three-fourths thereof after such hearing; and the greater of the full commission or minimum after the initial sale.

And the said Grantor does hereby covenant and agree with the Trustee as follows:

1. **INSURANCE.** Grantor shall keep all improvements on said land, now or hereafter erected, constantly insured for the benefit of the Beneficiary against loss by fire, windstorm and such other casualties and contingencies, in such manner and in such companies and for such amounts, not exceeding that amount necessary to pay the sum secured by this deed of trust, and as may be satisfactory to the Beneficiary. Grantor shall purchase such insurance, pay all premiums therefor, and shall deliver to Beneficiary such policies along with evidence of premium payment as long as the note secured hereby remains unpaid. If Grantor fails to purchase such insurance, pay the premiums therefor or deliver said policies along with evidence of payment of premiums thereon, then Beneficiary, at his option, may purchase such insurance. Such amounts paid by Beneficiary shall be added to the Note secured by this Deed of Trust, and shall be due and payable upon demand by Grantor to Beneficiary.

2. **TAXES, ASSESSMENTS, CHARGES.** Grantor shall pay all taxes, assessments and charges as may be lawfully levied against said premises within thirty (30) days after the same shall become due. In the event that Grantor fails to so pay all taxes, assessments and charges as herein required, then Beneficiary, at his option, may pay the same and the amounts so paid shall be added to the Note secured by this Deed of Trust, and shall be due and payable upon demand by Grantor to Beneficiary.

3. **PARTIAL RELEASE.** Grantor shall not be entitled to the partial release of any of the above described property unless a specific provision providing therefor is included in this Deed of Trust. In the event a partial release provision is included in this Deed of Trust, Grantor must strictly comply with the terms thereof. Notwithstanding anything herein contained, Grantor shall not be entitled to any release of property unless Grantor is not in default and is in full compliance with all of the terms and provisions of the Note, this Deed of Trust, and any other instrument that may be securing said Note.

4. **WASTE.** The Grantor covenants that he will keep the premises herein conveyed in as good order, repair and condition as they are now, reasonable wear and tear excepted, and that he will not commit or permit any waste.

5. **WARRANTIES.** Grantor covenants with Trustee and Beneficiary that he is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that he will warrant and defend the title against the lawful claims of all persons whomsoever, except for the exceptions hereinafter stated. Title to the property hereinabove described is subject to the following exceptions:

6. **SUBSTITUTION OF TRUSTEE.** Grantor and Trustee covenant and agree to and with Beneficiary that in case the said Trustee, or any successor trustee, shall die, become incapable of acting, renounce his trust, or for other similar or dissimilar reason become unacceptable to the holder of the Note, then the holder of the Note may appoint, in writing, a trustee to take the place of the Trustee; and upon the probate and registration of the same, the trustee thus appointed shall succeed to all the rights, powers, and duties of the Trustee.

7. **CIVIL ACTION.** In the event that the Trustee is named as a party to any civil action as trustee in this Deed of Trust, the Trustee shall be entitled to employ an attorney at law, including himself if he is a licensed attorney, to represent him in said action and the reasonable attorney's fees of the Trustee in such action shall be paid by Beneficiary and charged to the Note and secured by this Deed of Trust.

8. **PRIOR LIENS.** Default under the terms of any instrument secured by a lien to which this deed of trust is subordinate shall constitute default hereunder.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

(Corporate Name)

By: _____

President

ATTEST:

Secretary (Corporate Seal)

USE BLACK INK ONLY

K & E PROPERTIES

By: *Edward V. Zoliani* (SEAL)

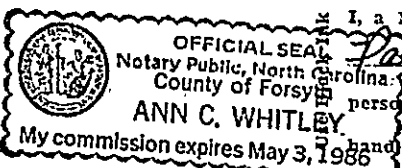
(SEAL)

(SEAL)

(SEAL)

SEAL-STAMP

NORTH CAROLINA, Forsyth County.



I, a Notary Public of the County and State aforesaid, certify that *Edward V. Zoliani*, Partner in K & E Properties, Grantor,

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

hand and official stamp or seal, this *30* day of *January*, 19*84*

My commission expires: *5/3/86* *Ann C. Whitley* Notary Public

SEAL-STAMP

NORTH CAROLINA, _____ County.

I, a Notary Public of the County and State aforesaid, certify that _____

personally came before me this day and acknowledged that _____ he is _____ Secretary of

_____ a North Carolina corporation, and that by authority duly

given and as the act of the corporation, the foregoing instrument was signed in its name by its _____

President, sealed with its corporate seal and attested by _____ as its _____ Secretary.

Witness my hand and official stamp or seal, this _____ day of _____, 19____.

My commission expires: _____ Notary Public

The foregoing Certificate(s) of

Ann C. Whitley N.P. Forsyth Co. N.C.

is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

Eunice Ayers, Register of Deeds

REGISTER OF DEEDS FOR

FORSYTH

By *James D. Adder*

Deputy Register of Deeds

N.C. Bar Assoc. Form No. 5 © 1976, Revised 1977.

PROBATE FEE \$1.00 PAID

1427 P 1339

EXHIBIT A

BEING known and designated as Lot No. 3153 on a plat entitled "Burke Mill Place" Phase 2C corded in Plat Book 29, page 46, in the office of the Register of Deeds of Forsyth County, North Carolina; and

Together with all rights and easements appurtenant to said lot as specifically enumerated in the Declaration of Covenants, Conditions and Restrictions issued by Royt Everhart Building Company, Inc., and recorded in Book 1425, at page 1145, in the office of the Register of Deeds of Forsyth County, North Carolina; and membership in Burke Mill Place Association, Inc.

Subject to the regular monthly assessments and special assessments, limitations, and rules reserved in said Declaration of Covenants, Conditions and Restrictions. The Declaration of Covenants, Conditions and Restrictions is incorporated herein by reference. By way of illustration and not by way of limitation, said Declaration provides for: (1) Annexation of additional properties; (2) Property rights of members and their invitees in Association land including the Common Area; (3) Obligations of members for regular monthly assessments and special assessments and the effect of nonpayment thereof; (4) Limitations upon use of Common Area; (5) Obligations of Association for exterior maintenance; and (6) Restrictions upon use of the land conveyed herewith.

BOOK 1427 P 1340

RECORDERS MEMO

Record of Poor Quality
Due to Condition of
Original