

*Draftsman: Archibald H. Scalester - Box*

Mail to \_\_\_\_\_ (Name) \_\_\_\_\_ (St. & No. or R.F.D.) \_\_\_\_\_ (City) \_\_\_\_\_ (State)

STATE OF NORTH CAROLINA  
COUNTY OF FORSYTH

PURCHASE MONEY  
DEED OF TRUST

This Indenture, made this 12 day of 101 July, 1985, by and between  
D & B Properties, a North Carolina limited partnership

part Y of the first part, and Jan H. Samet, First Cit. Bank Bldg., High Point, NC Trustee, party of the second part,  
and Samet Construction Co., Inc. part Y of the third part;

WITNESSETH, Whereas, the said part Y of the first part being indebted to said part Y of the third part  
in the principal sum of NINE THOUSAND, THREE HUNDRED, EIGHT AND 51/100 Dollars for purchase  
money of real estate as evidenced by note(s) of even date herewith, as follows:

payable in 15 annual installments beginning April 1, 1986 and continuing until  
April 1, 2000.

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 es grant, bargain, sell and convey unto  
the said Jan H. Samet 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 Lots Nos. 57, 58 and 59 in Retnuh Hills,  
Section 2, as recorded in Plat Book 12, page 150, in the Office of the  
Register of Deeds of Forsyth County, North Carolina, to which map  
reference is hereby made for a more particular description.

It is agreed that the party of the third part will permit the party of the  
first part, from time to time, to substitute as collateral for the  
loan secured hereby, other property or properties of greater or  
equal value, in which case, a new deed of trust on said substituted  
collateral shall be recorded and the property described above shall be  
released from the lien of this deed of trust.

The debt secured by this deed of trust is subject to a right of first  
refusal set out in the Note.

This property has a street address of 221 Athens Drive, Winston-Salem,  
N. C. and is identified as Block 2258.5, Lots 57, 58 & 59 of the  
Forsyth County Tax Maps.

In the event buyer shall refinance the first indebtedness to Mutual Federal Savings & Loan Assn.,  
the holder of the note secured hereby agrees to subordinate its security interest to the lien of  
such new loan; however, the total amount of indebtedness, including holder's security interest,  
shall not exceed 90% of the then appraisal value.

TO HAVE AND TO HOLD The said premises, together with all the privileges and appurtenances thereto belonging, incident or appertaining thereto, unto the  
said Jan H. Samet 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 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, except the first deed of trust in favor of Mutual Fed S&L

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 Jan H. Samet  
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 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 Y 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 has caused this document to be executed  
by its General Partner who has hereunto set her hand and seal the day and year first above written.

\_\_\_\_\_(SEAL) D & B Properties, a North Carolina Limited Partnership (SEAL)  
\_\_\_\_\_(SEAL) By: Dolly Haverkos (SEAL)  
Dolly Haverkos, General Partner

10110201

1485P1291

STATE OF NORTH CAROLINA—Forsyth County

I, Ruby B. Abbott, a Notary Public of Forsyth County, North Carolina, do certify that Dolly Haverkos, General Partner of D. & B Properties, a NC Limited Partnership and his wife, XXXXXXXXXX, each personally appeared before me this day and acknowledged the due execution of the foregoing Deed of Trust, as the act of the Partnership.

PLACE  
N.P. SEAL  
HERE



OFFICIAL SEAL  
Notary Public, North Carolina  
County of Forsyth  
RUBY B. ABBOTT

My Commission Expires May 12, 1990

Witness my hand and official seal, this 12 day of July, 1985.  
Ruby B. Abbott Notary Public  
My commission expires: 5/13/1990

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\_\_\_\_.

PLACE  
N.P. SEAL  
HERE

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

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.

PLACE  
N.P. SEAL  
HERE

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  
(here give name and official title of the officer signing the certificate passed upon)

is (are) certified to be correct. This the 12 day of July A.D. 1985.

L. E. Speas, Register of Deeds

Probate fee 4.00 paid.

Filing fee \$ 5.50 paid.

By Jesse Yalder Deputy-Assistant

Drawn By \_\_\_\_\_

PRESENTED FOR  
REGISTRATION  
AND RECORDED  
JUL 12 11 51 AM '85  
L. E. SPEAS  
REGISTER OF DEEDS  
FORSYTH CO., N.C.  
1985

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

DEED OF TRUST  
FROM  
TO  
TRUSTEE  
FOR

1495P1292