

**CENTRAL CAROLINA BANK AND TRUST COMPANY, NATIONAL ASSOCIATION  
LINE OF CREDIT DEED OF TRUST**



153

NORTH CAROLINA.....**FORSYTH**.....**COUNTY**

**THIS DEED OF TRUST**, made and entered into this the.. 2nd... day of... October...., 19.. 85..., by and between  
..... **L. & B. PROPERTIES**.. a general partnership of Forsyth County, NC.....  
..... (BORROWER)

parties of the first part (whether one or more persons), **GUARANTY STATE BANK**, Trustee, party of the second part,  
and **CENTRAL CAROLINA BANK AND TRUST COMPANY, NATIONAL ASSOCIATION (BANK)**, a National  
Banking Association with its principal office in Durham, North Carolina, party of the third part.

**WITNESSETH:** that whereas, the parties of the first part have requested the party of the third part to extend them or any  
or either of them a line of credit, and the party of the third part has agreed to extend to the parties of the first part a line of  
credit, in the sum not to exceed One Hundred Thirty-Seven Thousand and No/100-----  
(\$ 137,000.00.....) and

**WHEREAS**, the parties of the first part or any or either of them may hereafter execute and deliver to said party of the  
third part various notes, (or negotiate and discount various notes payable to them), guaranty agreements, or any other  
such evidences of indebtedness whatsoever, at various times and in various amounts within the limits of said line of  
credit; and

**WHEREAS**, it is the intent of the parties hereto that this instrument shall secure present obligations and future obliga-  
tions, of any one or more of the parties of the first part and that **BANK** is authorized to make future advances to be  
secured by this Deed of Trust upon the signature of any one or more of the said parties of the first part without the  
signature of any other; and

**WHEREAS**, it has been agreed that in addition to and not in substitution of any other security which may be held by said  
party of the third part, all of the indebtedness of said parties of the first part to said party of the third part which may  
hereafter exist, either as principal, surety, guarantor, or endorser, within the limits of said line of credit, shall be secured  
by the conveyance of the land hereinafter described; provided that the total indebtedness hereby secured, exclusive of  
interest, shall at no one time exceed said limit of \$ 137,000.00 . . . . and provided further that should any one item of  
indebtedness secured hereby be overdue and unpaid, the party of the third part may at its option declare all said  
indebtedness due and payable;

**NOW, THEREFORE**, in consideration of the premises and of the sum of One Dollar to the parties of the first part in  
hand paid by the said party of the second part, the receipt of which is hereby fully acknowledged, and in order to carry out  
the intention expressed in the premises, the said parties of the first part have given, granted, bargained and sold and do by  
these presents give, grant, bargain, sell, alien, assign and convey unto said party of the second part as trustee, and its  
successors and assigns, all of that certain lot, tract, or parcel of land lying and being in..... **Clemmons**..... Township,  
County of... **Forsyth**....., and State of North Carolina, bounded and described as follows:

See attached "Exhibit A".

(sometimes hereafter referred to as the "property")  
together with all heating, plumbing, electrical and air conditioning fixtures, equipment and appurtenances thereto,  
including floor carpeting, and all renewals or replacements, now or hereafter attached to or used in connection with said  
real estate.

**TO HAVE AND TO HOLD** said lot, tract, or parcel of land with all privileges and appurtenances thereon and thereto  
belonging unto the said party of the second part and its successors and assigns forever in fee simple. And the parties of the  
first part covenant for themselves and their heirs and assigns that they are seized of said land in fee and have good right to  
convey the same in fee simple; that the same are free and clear of all encumbrances of any kind and that they will forever  
warrant and defend the title thereto against the claims of all persons whomsoever.

The parties of the first part do hereby assign, transfer, and set over to the party of the third part any and all rents and income from said property during the life of this indenture as further security to said debt, and upon any default therein set out the party of the third part shall be entitled to enter into the possession of said property for the purpose of collecting the rents and profits arising therefrom, and is hereby authorized to employ an agent to collect said rents and profits, to pay said agent a reasonable commission out of rents and profits so collected, and is directed to apply the balance upon the debt hereby secured; provided, the party of the third part may make such repairs as in its opinion are needed on the property, and first deduct the costs thereof from rents received. This rental assignment shall in no way affect or prejudice the rights of the party of the third part to have this Deed of Trust foreclosed upon breach of its terms and conditions.

**IT IS UNDERSTOOD AND AGREED** that the parties of the first part shall pay all taxes, or other assessments, which may be levied upon or against said property, within the time prescribed by law; shall upon demand of the Bank pay to it monthly in advance one-twelfth of the estimated taxes, assessments and insurance premiums for the current year; shall keep the buildings on said premises insured against loss or damage by fire, windstorm, flood, hazards included within the term "extended coverage" and such other hazards as Bank may require and in such amounts, for such periods and in such insurance company or companies as the Bank may require, which policy, or policies, shall be payable to said Bank, as its interest may appear, and such policies and proceeds shall be deposited with the Bank to be applied, in case of loss, as far as the same may extend or may be necessary to the satisfaction of this trust and any such application of proceeds to principal shall not extend or postpone the due date of any sums due as set forth herein. If the said parties of the first part shall fail to pay said taxes, or other assessments, as and when said taxes and assessments shall fall due, or to effect said insurance, or to keep said property free and clear of encumbrances, the said Bank shall be at liberty to pay said taxes, or other assessments, or to effect said insurance, or to pay off and remove such encumbrances, as the case may be, and the amount so advanced shall be deemed principal money, bearing interest at the rate set forth in said note and be due and payable on the first day of the next succeeding month.

**THE CONDITION OF THIS DEED, HOWEVER, IS SUCH** that if the parties of the first part, their heirs, executors, administrators, or assigns shall pay or cause to be paid the interest and principal secured hereby to the party of the third part, shall perform all other obligations herein assumed as to the payment of taxes, assessments, insurance premiums, and monies advanced by the party of the third part for the purpose of protecting its security, and shall perform and fully discharge all covenants and stipulations as herein required, then this conveyance shall be null and void.

If said parties of the first part or their heirs, executors, administrators or assigns shall fail or neglect to pay the monthly installments of interest and/or interest and principal at maturity, as herein provided for, at the time and in the manner set out herein, and any and all other sums which may become due and payable hereunder, and shall fail or neglect to keep faithfully each and all of the other agreements and covenants herein made, or in the event of actual or threatened demolition or injury or waste to the premises which may impair the value of the property herein conveyed, or if a receiver should be appointed for, or a petition in bankruptcy filed by or against the parties of the first part or either of them; then and in any or all of said events the whole of the debt hereby secured shall immediately become due and payable at the option of the party of the third part, and upon application of the said party of the third part, its successors and assigns, it shall be lawful for and the duty of the said party of the second part or its successors, and it is hereby authorized and empowered to sell the land and premises hereinbefore described in one or more parcels, at public auction. If it is determined in a hearing held in accordance with applicable law that Trustee can proceed to sale, Trustee shall take such action regarding notice of sale and shall give such notices to Borrower and to other persons as applicable law may require. After the lapse of such time as may be required by applicable law and after the publication of the notice of sale, Trustee, without demand on Borrower shall sell the property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in such order as Trustee may determine. Bank or Bank's designee may purchase the property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all costs and expenses of the sale, including, but not limited to, Trustee's fees of 5% of the gross sale price and cost of title evidence; (b) to all sums secured by this Deed of Trust (c) the excess, if any, to the person or persons legally entitled thereto. In making such sale, the party of the second part may require the successful bidder at any sale to deposit immediately with the party of the second part, cash or certified check in an amount not to exceed ten percent (10%) of his bid, provided notice of such requirement is contained in the advertisement of the sale. The bid may be rejected if the deposit is not immediately made and thereupon the next highest bidder may be declared to be the purchaser. Such deposit shall be refunded in case a resale is had; otherwise, it shall be applied to the purchase price.

Upon condemnation of the premises or improvements or any part thereof, the entire unpaid balance of the note secured hereby shall, at the option of the party of the third part, at once become due and payable and any amounts paid for such taking shall be paid to the party of the third part and be applied upon the indebtedness hereby secured.

The Note(s) and other evidences of indebtedness secured by this Deed of Trust, at the option of the party of the third part, shall become and be due and payable forthwith if the party of the first part shall convey said premises or any part thereof or if title or any interest therein shall be sold, transferred or otherwise become vested in any other person or party in any manner whatsoever, unless the party of the third part shall, in writing, have expressly consented thereto.

This conveyance and the property hereby conveyed shall continue as security for all notes and all other indebtedness presently outstanding and hereafter contracted by the parties of the first part to the parties of the third part, under and within the limits of said line of credit so long as there may be any such notes or other indebtedness outstanding and unpaid; and upon the payment of all such notes and indebtedness whatever, together with interest thereon, insurance, taxes, and any other charges arising hereunder, and upon the termination of said line of credit as the same may be agreed to between the parties of the first part and the party of the third part, the party of the third part shall thereupon endorse upon this deed of trust the endorsement that the same has been paid and satisfied in full;

and thereupon the Register of Deeds of... Forsyth... County shall be and he hereby is authorized and empowered to cancel this deed of trust upon the records of... Forsyth... County upon the presentation to him of the original bearing the endorsement aforesaid; and it shall be unnecessary that any of the notes or other evidences of indebtedness executed and delivered under said line of credit be presented to him for the purpose of cancellation of this instrument on the records of... Forsyth... County.

**THE NOTE(S) AND/OR OTHER EVIDENCE(S) OF INDEBTEDNESS SECURED BY THIS DEED OF TRUST**  
is (are) for the present and any future obligations of the maker(s) to the payee thereof, and this Deed of Trust is executed to secure all such obligations.

The amount of the present obligation(s) secured is .....\$ -0-

The maximum amount, including present and future obligations,  
which shall be secured hereby at any one time is.....\$ 137,000.00

The period within which such future obligations may be incurred shall not be more than 10 years from the date of this Deed of Trust.

In case the party of the third part or the party of second part voluntarily or otherwise shall become a party to any suit or legal proceeding to protect the property herein conveyed or to protect the lien of this deed of trust, the party of the second part and the party of the third part shall be saved harmless and shall be reimbursed by the parties of the first part for any amounts paid, including all reasonable costs, charges and attorney's fees incurred in any suit or proceeding, and the same shall be secured by this deed of trust and its payment enforced as if it were a part of the original debt. All interest, costs, expenses and advances required to be made to protect the security of or to discharge a paramount lien, on the property hereinbefore described shall be secured hereby without limitation in respect to the amount thereof and the amount so advanced shall become a debt due hereunder and shall bear interest at the rate specified in the note and the monies so advanced shall be secured by this deed of trust and this deed of trust secures all other covenants and agreements contained in this instrument or in the note(s) or other evidences of indebtedness hereinbefore referred to.

**SUBSTITUTE TRUSTEE.** Bank may from time to time remove Trustee and appoint a successor Trustee to any Trustee appointed hereunder by an instrument recorded in the county in which this Deed of Trust is recorded. The successor Trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

**IN WITNESS WHEREOF** the said parties of the first part have hereunto set their hands and seals the day and year first above written.

.....(SEAL) ..... L. & B Properties .....(SEAL)  
.....(SEAL) ..... *Ray L. Landroth* .....(SEAL)  
.....(SEAL) ..... Ray L. Landroth, general partner  
.....(SEAL) ..... *Everette W. Beckner* .....(SEAL)  
.....(SEAL) ..... Everette W. Beckner, general partner

**IN WITNESS WHEREOF,** .....has  
caused this Deed of Trust to be signed in its name by its..... President and its corporate seal to be hereto affixed  
and attached by its..... Secretary, all by authority of its Board of Directors duly given, this day and year first  
above written.

ATTEST.

.....  
.....SECRETARY

.....  
NAME OF CORPORATION

CORPORATE  
SEAL

.....  
.....PRESIDENT



STATE OF NORTH CAROLINA, COUNTY OF FORSYTH

I, Nancy S. Hurst

a Notary Public of said County do hereby

certify that Roy L. Landreth and Everette W. Beckner, general partners of

L&B Properties

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

Witness my hand and notarial seal, this the 2nd day of October, 1985.

SIGNATURE  
of NOTARY  
REQUIRED

*Nancy S. Hurst*

Notary Public

My commission expires, 19

STATE OF NORTH CAROLINA, COUNTY OF

I, a Notary Public of said County do hereby

certify that

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

Witness my hand and notarial seal, this the day of 19

SIGNATURE  
of NOTARY  
REQUIRED

Notary Public

My commission expires, 19

STATE OF NORTH CAROLINA, COUNTY OF

This is to certify that on this day before me personally came

with whom I am personally acquainted, who, being by me first duly sworn, says that

is the president and

is the secretary of

the corporation described in and which executed the foregoing deed of trust, that he knows the common seal of said corporation, that the seal affixed to the foregoing instrument is said common seal and the name of the corporation was subscribed thereto by said president, and the said president and secretary subscribed their names thereto and said common seal

was affixed all by order of the board of directors of said corporation and that the said instrument is the act and deed of said corporation.

Witness my hand and notarial seal this the day of 19

SIGNATURE  
of NOTARY  
REQUIRED

Notary Public

My commission expires, 19

STATE OF NORTH CAROLINA, COUNTY OF Forsyth

The foregoing certificate(s) of Nancy S. Hurst, Notary Public(s)

of Forsyth County, N.C., is certified to be correct.

Let the said deed and certificate be registered.

This 4 day of Oct. 1985

L. E. Speas

Register of Deeds

By: *Jessie Elder* Deputy, Register of Deeds

PROBATE FEE \$1.00 PAID

PARCEL IDENTIFIER NO. _____	<b>DEED OF TRUST</b>	TO	Trustee for	CENTRAL CAROLINA BANK AND TRUST COMPANY, NATIONAL ASSOCIATION 1911 CORCORAN STREET PO BOX 931 DURHAM, N.C. 27701	REGISTERED FOR ISTRATION RECORDED 4 31 PM '85 L. E. SPEAS REGISTER OF DEEDS FORSYTH CO., N.C.	County	Filed for registration on the	day of	at	duly recorded in the office of Register of Deeds	County, N.C. in Mortgage Book	No.	Page	etc.	Register of Deeds.
PREPARED BY _____		Guaranty State Bank	North Carolina												

BOOK 1500-1349

"EXHIBIT A"

TRACT 1: BEGINNING at an iron stake located at the northeast corner of a lot conveyed to Everette W. Beckner and wife, Peggy S. Beckner, by deed recorded in Book 889, page 481 in the Office of the Register of Deeds of Forsyth County, N.C., said beginning point also being a corner with the properties of Herman B. Orrell and wife, and Jack W. Trexler and wife; running thence from said beginning point with the west line of said Trexler property, South 20° 45' 33" West 185.44 feet to an iron stake; running thence North 75° 40' 40" West 178.00 feet to a point, and North 75° 35' West 50 feet to an iron stake located in the center of an access easement hereinafter referred to; running thence North 73° 00' East 50.00 feet to a point located in the line of said access easement, and North 66° 48' 34" East 259.80 feet to the point and place of Beginning. Containing 20,314 square feet and being a part of the property conveyed to Everette W. Beckner and wife by deed recorded in Book 889, page 481, and being a part of Lot 42K, Block 4209, Clemmons Township, as shown on the Forsyth County Tax Maps.

TRACT 2: BEGINNING at an iron stake located in the center of Arden Street Extension, said iron stake being located at the southwest corner of Everette W. Beckner and wife, Peggy S. Beckner, by deed recorded in Book 889, page 481, in the Office of the Register of Deeds of Forsyth County, N.C.; running thence from said Beginning point with the center of Arden Street Extension, North 3° 28' 22" East 145.0 feet to a point, said point being located at the center of a 60 foot non-exclusive access and utility easement hereinafter referred to; running thence with the center of said easement, South 84° 00' East 215.0 feet to a point; running thence South 6° 00' West 128.13 feet to an iron stake located in the north line of the Jack W. Trexler and wife, property; running thence with said Trexler property, South 86° 00' 50" West 211.82 feet to the point and place of Beginning. Containing 26,850 square feet, more or less. Also being a part of the property conveyed to Everette W. Beckner and wife by deed recorded in Book 889, page 481, and being a part of Lot 42K, Block 4209, Clemmons Township as shown on the Forsyth County Tax Maps.

TRACT 3: BEGINNING at an iron stake located in the line of Jack W. Trexler and wife property, said iron stake being located at the southeast corner of a tract of land conveyed to Everette W. Beckner and wife by deed recorded in Book 889, page 481, in the Office of the Register of Deeds of Forsyth County; running thence from said beginning point with the north line of said Trexler property, South 86° 00' 50" West 213.54 feet to an iron stake; running thence North 6° 00' East 128.13 feet to a point located in a 60 foot non-exclusive access and utility easement hereinafter referred to; running thence South 75° 35' East 50 feet to a point, and South 75° 40' 40" East 178.0 feet to an iron stake located in the west line of the Trexler property; running thence with said Trexler property, South 20° 45' 33" West 60.0 feet to the point and place of Beginning. Containing 20,262 square feet, more or less. Also being a part of the property conveyed to Everette W. Beckner and wife by deed recorded in Book 889, page 481, and being a part of Lot 42K, Block 4209, Clemmons Township as shown on the Forsyth County Tax Maps.

TRACT 4: BEGINNING at an iron stake located at the common corner of the property of Everette W. Beckner and wife; Herman B. Orrell and wife and Jack W. Trexler and wife, running thence from said beginning point, South 66° 48' 34" West 259.80 feet to a point located in the line of a 60 foot roadway easement, and South 73° 00' West 50.00 feet to an iron stake located in the center of said 60 foot non-exclusive access and utility easement hereinafter referred to; running thence North 27° 35' East 50.0 feet to a point and North 31° 36' 31" East 163.34 feet to an iron stake located in the south line of the Herman B. Orrell and wife property; running thence with said Orrell property, South 69° 29' 59" East 189.88 feet to the point and place of Beginning. Containing 20,916.95 square feet, more or less. Also being a part of the property conveyed to Everette W. Beckner and wife by deed recorded in Book 889, page 481, and being a part of Lot 42K, Block 4209, Clemmons Township as shown on the Forsyth County Tax Map.

TRACT 5: BEGINNING at an iron stake located in the south line of the Herman B. Orrell property, described in Book 889, page 479; said beginning point also being located North 69° 29' 59" West 189.88 feet from the northeast corner of a tract of land conveyed to Everett W. Beckner and wife by deed recorded in Book 889, page 481 in the Office of the Register of Deeds of Forsyth County, North Carolina; running thence from said beginning point, South 31° 36' 31" West 163.34 feet to a point located in the line of 60 foot easement hereinafter referred to and South 27° 35' West 50.00 feet to an iron stake located in the center of a cul-de-sac at the end of a 60 foot non-exclusive access and utility easement hereinafter referred to; running thence South 6° 00' West 20.0 feet to a point; running thence with the center of said easement, North 84° 00' West 81.97 feet to a point; running thence North 13° 00' East 30.22 feet to a point; running thence North 12° 51' 32" East 139.72 feet to a point; running thence North 77° 07' 54" East 147.89 feet to an iron stake located in the south line of the Herman B. Orrell and wife property; running thence with said Orrell property, South 69° 29' 59" East 11.0 feet to the point and place of Beginning. Containing 20,271.53 square feet, more or less, Also being a part of the property conveyed to Everett W. Beckner and wife by deed recorded in Book 889, page 481, and being a part of Lot 42K, Block 4209, Clemmons Township as shown on the Forsyth County Tax Map.