



BK1720 P1898

PRESENTED FOR
REGISTRATION
AND RECORDING

'91 JUL 19 P4:00

L.E. SPEAR
REGISTER OF DEEDS
FORSYTH CO. NC

125

\$10.00 pd.
JdSATISFACTION: 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: _____

Recording: Time, Book and Page

Tax Lot No. _____ Parcel Identifier No. _____

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

by _____

Mail after recording to Clarence Lambe BoxThis instrument prepared by Clarence R. Lambe, Jr.Brief Description for the index

NORTH CAROLINA DEED OF TRUST

THIS DEED of TRUST made this 19th day of July, 19 91 by and between:

GRANTOR	TRUSTEE	BENEFICIARY
C & G LEASING, a North Carolina General Partnership	CLARENCE R. LAMBE, JR.	WHICKERTON ASSOCIATES, a North Carolina General Partnership

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 SEVENTY-SIX THOUSAND AND NO/100---------- Dollars (\$ 76,000.00),
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 July 1, 1996NOW, THEREFORE, as security for said indebtedness, advancements and other sums expended by Beneficiary pursuant to this Deed of Trust and costs of
collection (including attorneys fees as provided in the Promissory Note) and other valuable consideration, the 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 Kernersville, Kernersville Township,Forsyth County, North Carolina, (the "Premises") and more particularly described as follows:See Exhibit A attached for legal description, which description is incorporated by
reference as fully as if set out herein.

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The proceeds of the Sale shall after the Trustee retains his commission together with reasonable attorneys fees incurred by the Trustee in such proceeding be applied to the costs of sale including but not limited to costs of collection taxes assessments costs of recording service fees and incidents expenditures the amount due on the Note hereby secured and advances and other sums expended by the Beneficiary according to the

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

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 here requested, then Beneficiary, at his option, may pay the same and the amounts so paid shall be added to the principal of the Note secured by this Deed of Trust, and shall be due and payable upon demand of Beneficiary.

4. **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 set forth in this Deed of Trust. In the event of 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 complies with the terms of the release.

6. **CONDEMNATION:** In the event that any/all of the Premises shall be condemned and taken under the power/eminent domain, Grantor shall give immediate written notice to Beneficiary and Beneficiary shall have the right to receive and collect all damages awarded by reason of such taking, and the right to such damages heretofore assigned to Beneficiary shall have the right to receive and collect the amount so received in any part.

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☐ THE FOLLOWING PARAGRAPH, 9. SALE OF PREMISES, SHALL NOT APPLY UNLESS THE BLOCK TO THE LEFT MARGIN OF THIS SENTENCE IS MARKED AND/OR INITIALED.

13. **ADVANCEMENTS.** If Grantor shall fail to perform any of the covenants or obligations contained herein or in any other instrument given as additional security for the Note, second hereby, the Beneficiary may, but without obligation, make advances to perform such covenants or obligations and shall be subrogated and entitled to the benefit of the same as if such advances at the time provided in the Note were made hereby for sums due after default and shall be due to Grantor on demand of the Beneficiary. Such advances shall constitute a loan to the Beneficiary and shall be secured by the same collateral as the Note and shall be subject to the same terms and conditions as the Note, including an event of default.

12. WAIVER. Grantor waives all right to require marshaling of assets by the Trustee or Beneficiary. Notwithstanding, if one of the Trustee or Beneficiary, in the exercise of any right, power or remedy arising under the "Sole and Exclusive" provisions of this Deed of Trust shall be deemed a waiver of any default or nonperformance hereunder, such a waiver shall not constitute a waiver of such right, power or remedy by Trustee or Beneficiary at any other time.

14. **PRIOR LIENS.** Default under the terms of any instrument secured to a lender who holds a first or second lien shall constitute default by the borrower.

15 OTHER TERMS

(Corporate Name)

By:

ATTEST:

President

Secretary (Corporate Seal)

NORTH CAROLINA Forsyth

1. a. Notar Public of the County and state aforesaid certify that William H. Long, Charles E. Long, James D. Long, John

Gurney Long and Patricia Long Hill, Partners in C & G Leasing, a North

Camolina General Partnership

personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and
 original stamp of seal this 19th day of July 1991

Attest: _____
Notary Public

My Commission expires November 30, 1995 [Signature] Notary Public

SEAL-STAMP

NORTH CAROLINA _____ County _____

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

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

_____ a North Carolina corporation and that by authority duly

given and as an 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 is of CHARL P. HUFF, NP, FORSYTH CO, NC

is 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.

_____ I. E. SPEAS, REGISTER OF DEEDS _____ REGISTER OF DEEDS FOR FORSYTH COUNTY

By Walter S. O'Leary Deputy Assistant Register of Deeds

by 02/22/2017

N. C. Bar Assoc. Form No. 5 1976 Revised September 1985 • Printed by Agreement with the N. C. Bar Assoc. - 1981 • James Williams & Co. Inc. • Box 127 • Yorkville, NC 27055

TO HAVE AND TO HOLD said Premises with all privileges and appurtenances thereto, together with the right of first refusal, and assigns forever, upon the trusts, terms and conditions, and for the use 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, all other sums secured hereby 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 and the expense of the Grantor, if, however, there shall be any default in the payment of any sum due under the Note, this Deed of Trust or any other instrument securing the Note and such default is not cured within ten (10) days from the due date, or (b) if there shall be default in any of the other 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 or any other instrument securing the Note and such default is not cured within fifteen (15) days after written notice, then and in any of such events, without further notice, it shall be lawful for and the duty of the Trustee, upon request of the Beneficiary, to sell and giving such notice and advertising the time and place of such sale in such manner as may then be provided by law, and upon such and any resales and upon compliance with the law then relating to foreclosure proceedings under power of sale to convey title to the purchaser in as full and ample manner as the Trustee is empowered. The Trustee shall be authorized to retain an attorney to represent him in such proceedings.

The proceeds of the sale shall after the Trustee retains his commission, together with reasonable attorneys fees incurred by the Trustee in such proceeding, be applied to the costs of sale, including, but not limited to, costs of collection, taxes, assessments, costs of recording, service fees and incidental expenditures, the amount due on the Note hereby secured and advances and other sums expended by the Beneficiary according to the provisions hereof and otherwise as required by the then existing law relating to foreclosures. The Trustee's commission shall be five percent (5%) of the gross proceeds of the sale or the minimum sum of \$ 500.00, 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, including reasonable attorney's fees, and a partial commission computed on five percent (5%) of the outstanding indebtedness or the above stated minimum sum, whichever is greater, in accordance with the following schedule, to-wit: one-fourth (1/4) thereof before the Trustee issues a notice of hearing on the right to foreclose, one-half (1/2) the right after issuance of said notice, three-fourths (3/4) thereof after such hearing, and the greater of the full commission or minimum sum 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 less than 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 thereon, 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 premiums thereon or deliver said policies along with evidence of premium payment, all proceeds from any insurance so maintained shall at the option of Beneficiary be applied to the debt secured hereby and if payable in installments, applied in the inverse order of maturity of such installments or to the repair or reconstruction of any improvements located upon the Property.

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 principal of the Note secured by this Deed of Trust, and shall be due and payable upon demand of Beneficiary.

3. **ASSIGNMENTS OF RENTS AND PROFITS.** Grantor agrees that, in the event of default, all rents and profits from the land and any improvements thereon, and all other monies due to or for the land and any improvements thereon, shall be assigned to Beneficiary, and after deducting from any such rents the cost of collecting and collection, to apply the remainder to the debt secured hereby.

4. **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 instruments that may be securing said Note.

5. **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 will comply with all governmental requirements respecting the Premises or their use, and that he will not commit or permit any waste.

6. **CONDEMNATION.** In the event that any or all of the Premises shall be condemned and taken under the power of eminent domain, Grantor shall give immediate written notice to Beneficiary and Beneficiary may then have the right to receive and collect all damages awarded by reason of such taking, and the right to such damages hereby is assigned to Beneficiary who shall have the discretion to apply the amount so received, or any part thereof, to the indebtedness due hereunder and if payable in installments, applied in the inverse order of maturity of such installments, or to any alteration, repair or restoration of the Premises by Grantor.

7. **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.

8. **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 any reason the holder of the Note desires to replace said Trustee, then the holder 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 rights, powers and duties of the Trustee.

THE FOLLOWING PARAGRAPH, 9. SALE OF PREMISES, SHALL NOT APPLY UNLESS THE BLOCK TO THE LEFT MARGIN OF THIS SENTENCE IS MARKED AND/OR INITIALED.

9. **SALE OF PREMISES.** Grantor agrees that if the Premises or any part thereof or interest therein is sold, assigned, transferred, conveyed or otherwise alienated by Grantor, whether voluntarily or involuntarily or by operation of law (other than: (a) the creation of a lien or other encumbrance subordinate to this Deed of Trust which does not relate to a transfer of rights of occupancy in the Premises; (b) the creation of a purchase money security interest for household appliances; (c) a transfer by devise, descent, or operation of law on the death of a joint tenant or tenant by the entirety; (d) the grant of a leasehold interest of three (3) years or less not containing an option to purchase; (e) a transfer to a relative resulting from the death of a Grantor; (f) a transfer where the spouse or children of the Grantor become the owner of the Premises; (g) a transfer resulting from a decree of dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement, by which the spouse of the Grantor becomes an owner of the Premises; (h) a transfer into an inter vivos trust of which the Grantor is and remains a beneficiary and which does not relate to a transfer of rights of occupancy in the Premises; or (i) a transfer of the Premises or any part thereof to a transferee who is a beneficiary under the Note secured hereby and all other obligations hereunder to be forthwith due and payable. Any change in the legal or equitable title of the Premises or in the beneficial ownership of the Premises, including the sale, conveyance or disposition of a majority interest in the Grantor if a corporation or partnership, whether or not of record and whether or not for consideration, shall be deemed to be the transfer of an interest in the Premises.

10. **ADVANCEMENTS.** If Grantor shall fail to perform any of the covenants or obligations contained herein or in any other instrument given as additional security for the Note secured hereby, the Beneficiary may, but without obligation, make advances to perform such covenants or obligations, and all such sums so advanced shall be added to the principal sum, shall bear interest at the rate provided in the Note secured hereby for sums due after default and shall be due from Grantor on demand of the Beneficiary. No advancement or anything contained in this paragraph shall constitute a waiver by Beneficiary or prevent such failure to perform from constituting an event of default.

11. **INDEMNITY.** If any suit or proceeding be brought against the Trustee or Beneficiary or if any suit or proceeding be brought which may affect the value or title of the Premises, Grantor shall defend, indemnify and hold after default and shall be due and payable to the Trustee or Beneficiary shall bear interest as provided in the Note secured hereby for sums due.

12. **WAIVERS.** Grantor waives all rights to require marshaling of assets by the Trustee or Beneficiary. No delay or omission of the Trustee or Beneficiary in the exercise of any right, power or remedy arising under the Note or this Deed of Trust shall be deemed a waiver of any default or acquiescence therein or shall impair or waive the exercise of such right, power or remedy by Trustee or Beneficiary at any other time.

13. **CIVIL ACTIONS.** 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 fee of the Trustee in such action shall be paid by the Beneficiary and added to the principal of the Note secured by this Deed of Trust and bear interest at the rate provided in the Note for sums due after default.

14. **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.

15. **OTHER TERMS.**

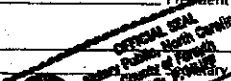
IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

(Corporate Name)

By:

ATTEST:

President



NORTH CAROLINA, Forsyth County.

I, a Notary Public of the County and state aforesaid, certify that William H. Long, Charles L. Long, John Gurney Long and Patricia Long Hill, Partners in C & G Leasing, a North Carolina General Partnership, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 19th day of July, 19 91.

My Commission expires: November 30, 1995

Carol P. Huff Notary Public

SEAL-STAMP

NORTH CAROLINA, Forsyth County.

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

personally appeared before me this day and acknowledged that Carol P. Huff is Secretary of

a North Carolina corporation, and that by authority duly

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

President, sealed with its corporate seal and attested by Carol P. Huff as its Secretary.

Witness my hand and official stamp or seal, this 19th day of July, 19 91.

My Commission expires: November 30, 1995

Notary Public

The foregoing Certificate of CAROL P. HUFF, N.P., FORSYTH CO., NC

is 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.

L.E. SPEAS REGISTER OF DEEDS

REGISTER OF DEEDS FOR FORSYTH COUNTY

By Carol P. Huff

Deputy Carol P. Huff Register of Deeds

BK1720 P1900

EXHIBIT A

BEING a .455 acre, more or less, tract or parcel of real property lying in City of Kernersville, Forsyth County, North Carolina and being more particularly described as follows:

BEGINNING at an iron stake in the south margin of NC Highway 150, said iron stake marking the northeastern corner of property conveyed to AMP, Incorporated in Deed Book 1282, Page 1075, Forsyth County Registry; thence from said beginning point and running with the south margin of said Highway 150 North $61^{\circ}27'21''$ East 101.7 feet to an iron stake, Mamie F. Jones' (now or formerly Mamie F. Flynt) corner; thence with Mamie Flynt's west line South $06^{\circ}55'50''$ East 190.39 feet to an iron stake, Butner's north line; thence with Butner's line South $66^{\circ}53'30''$ West 125.08 feet to an iron stake, AMP, Incorporated's east line; thence with AMP, Incorporated North $00^{\circ}50'$ East 189.51 feet to the point and place of BEGINNING, containing .455 acres more or less, according to a survey made by Larry L. Callahan, R.L.S. dated September 15, 1989.

Also known as Tax Lot 11, Block 5409 of the Forsyth County Tax Maps.