



69

BK1799 P1796
PRESENTED FOR
REGISTRATION
AND RECORDED

'93 OCT -8 P12:22

SATISFACTION: This 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: _____

L.E. SPEAS
REGISTER OF DEEDS
FORSYTH CO. N.C.

Recording: Time, Book and Page

#14.00gcl

Tax Lot No. 10, Block 5409 Parcel Identifier No. _____

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

by _____

Mail after recording to N. Alan Bennett - Box
(Attorney File # 93-427TB.B)This instrument prepared by N. Alan BennettBrief Description for the index Lot along Hwy 150, Kernersville**NORTH CAROLINA DEED OF TRUST** (PURCHASE MONEY)THIS DEED of TRUST made this 8th day of October, 19 93 by and between:GRANTOR
C & G LEASING
A North Carolina
General Partnership1024 East Mountain Street
Kernersville, NC 27284TRUSTEE
N. ALAN BENNETT116 South Cherry Street
Kernersville, NC 27284BENEFICIARY
DOROTHY LEE HINES (Single)2747 Friedland Church Road
Winston-Salem, NC 27107

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 Forty Six Thousand Eight Hundred
and no/100----- Dollars (\$ 46,800.00),
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 October 1, 2008NOW, 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:

REDESIGNES.NAB

BEGINNING at an iron stake on the south side of Oak Ridge Road at the northeast corner of Parrish and Ingram, Inc. line; running North 63° 10' East 75 feet to an iron stake; thence South 14° 30' East 200 feet to an iron stake; thence South 68° 23' West 107.9 feet to an iron stake, Parrish and Ingram, Inc. corner; thence North 05° 22' West 200 feet with Parrish and Ingram, Inc. line to the place of BEGINNING. This being a lot off of the tract Number 2 of the Mary Sechrest Ragland Estate, recorded in the Office of the Register of Deeds of Forsyth County, North Carolina, in Plat Book 11, Page 176, and being a part of land conveyed by LaFay Ragland Butner and her husband, Paul A. Butner to J. Roy Crews and wife, Victoria Crews and Allen Crews and wife, Adnah Crews by deed recorded in Book 565, Page 358, Office of the Register of Deeds of Forsyth County, North Carolina.

The above described property is the same as that described in Deed Book 1652, Page 3119, Forsyth County Registry and is further known and designated as Tax Lot 10 in Block 5409, on the Forsyth County Tax Maps.

11 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 and shall comply with
12 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
13 default (a) In the payment of any sums 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 date due or (b) if there shall be default in
14 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
15 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
16 the land herein conveyed at public auction forthwith, after having first giving such notice of hearing as to commencement of foreclosure proceedings and obtaining the court's findings or leave of court as may then be required by law
17 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
18 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.
19 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
20 of collection, taxes, assessments, costs of recording, service fees and incidental expenditures, the amount due on the Note hereby secured and advancements and other sums expended by the Beneficiary according to the
21 provisions hereof and otherwise as required by the then existing laws and regulations of the State of California.

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 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 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 of Beneficiary. All proceeds of such 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 said 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. **ASSIGNMENT.**

shall be due and payable upon demand of Beneficiary.

3. **ASSIGNMENTS OF RENTS AND PROFITS.** Grantor assigns to Beneficiary, in the event of default, all rents and profits from the land and any improvements thereon, and authorizes Beneficiary to enter upon and take possession of such land and improvements, to rent same, at any reasonable rate of rent determined by Beneficiary, and after deducting from any such rents the cost of letting 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 is provided 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.

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 covenants and 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 shall 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 seised 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: (i) 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, (ii) the creation of a purchase money security interest for household appliances; (iii) a transfer by devise, descent, or operation of law on the death of a grantor, decedent or tenant by the entirety; (iv) the grant of a leasehold interest of three (3) years or less not containing an option to purchase; (v) a transfer to a relative resulting from the death of a Grantor; (vi) a transfer where the spouse or children of the Grantor become the owner of the Premises, (vii) a transfer resulting from a decree of dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement, by which the spouse or children of the Grantor becomes an owner of the Premises, (viii) a transfer into an inter vivos trust in which the Grantor is or remains a beneficiary and which does not relate to a transfer of rights of occupancy in the Premises], without the prior written consent of Beneficiary. Beneficiary, at its own option, may declare 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. Such 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 harmless and on demand reimburse Trustee or Beneficiary from any loss, cost, damage or expense and any sums expended by Trustee or Beneficiary shall bear interest as provided in the Note secured hereby for sums due after default and shall be due and payable on demand.

12. **WAIVERS.** Grantor waives all rights to require marshalling 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 Trust 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 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 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 bears 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.**

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:

ATTES

President

Secretary (Corporate Seal)

Use Black Ink Only

C & G LEASING, A North Carolina General

By: William H. Long Partnership (SEAL)

By: Charles J. Long (SEAL)
Charles J. Long, Partner

By: John G. Long, Partner (SEAL)

By: Patricia Long Hill (SEAL)
Patricia Long Hill Partner

NORTH CAROLINA, Forsyth County.

I, a Notary Public of the County and state aforesaid, certify that William H. Long, Charles L. Long, John G. Long and Patricia Long Hill, All Partners of C&G LEASING, A North Carolina General Partnership

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 8th day of October, 19 93.

My Commission expires: 8-5-97 Joan Bennett Notary Public

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 _____, 20____.

My Commission expires: _____

My commission expires: _____ Notary Public

The foregoing Certificate(s) of Susan Bennett, NP Guilford 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.

By *Teri Wagner* REGISTER OF DEEDS FOR *Forney* COUNTY
Deputy/Assistant-Register of Deeds.