

BK 0126 PG 4437
DEED OF TRUST
FUTURE ADVANCE

Instrument Prepared by: **SHIREEN WAYNE**
After Recording Mail to: **LINDA CARTNER**
SOUTHERN COMMUNITY BANK AND TRUST
4701 COUNTRY CLUB ROAD
WINSTON-SALEM, NC 27104

Date **06-27-2001** 6-27-2001

SATISFIED
REBECCA MAY
ASSISTANT VICE PRESIDENT
SOUTHERN COMMUNITY BANK AND TRUST

FORSYTH CO, NC **293** **FEE: \$ 18.00**
PRESENTED & RECORDED: 06/27/2001 4:21PM
DECKIE C. WOOD REGISTER OF DEEDS BY: POINTE
062103 02715 02710 **Recording Time**

GRANTOR
V SALEM DEVELOPMENT CORPORATION

TRUSTEE
SCBT, INC.
4701 COUNTRY CLUB RD
WINSTON-SALEM, NC 27104

BENEFICIARY
SOUTHERN COMMUNITY BANK AND TRUST
4701 COUNTRY CLUB RD
P.O. BOX 26134
WINSTON-SALEM, NC 27104

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. Borrower means any person or entity who is a maker of the Obligations (defined below). The designations Grantor and Borrower shall have the same meaning unless a Grantor is not a maker of the Obligation, in which case, Borrower shall mean **V SALEM DEVELOPMENT CORPORATION**

WITNESSETH, that whereas the Grantor has agreed to execute and deliver this Deed of Trust to secure the repayment of the principal sum of **Dollars (\$ 135,800.00)** as evidenced by ☒ a promissory note executed in favor of the Beneficiary by **One Hundred Thirty Five Thousand Eight Hundred and 00/100**, or ☐ a guaranty agreement executed by **document to Credit 11 Box 100**, or ☐ the following evidence of indebtedness:

(the "Obligation") of even date herewith or dated **06-27-2001**, and all future modifications, extensions, renewals and replacements thereof, the terms of which are incorporated herein by reference, which agreement requires that all indebtedness thereunder, if not sooner paid, shall be due and payable in full on **06-27-2001**

NOW, THEREFORE, in consideration of the premises, and as security for the payment of all sums due under the Obligation, as renewed, extended or modified, including attorneys fees and advancements or other sums due hereunder or otherwise, and for 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 the Trustee, upon the terms and conditions contained herein, the parcel(s) of land lying in **FORSYTH** County, **WINSTON-SALEM** Township, North Carolina (the "Premises"), particularly described as follows:

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED BY REFERENCE FOR A DESCRIPTION OF THE REAL PROPERTY HEREBY CONVEYED. **REAL PROPERTY DESCRIBED ON EXHIBIT A ATTACHED HERETO IS HEREBY INCORPORATED HEREIN BY REFERENCE TO THE SAME EXTENT AS IF SET FORTH HEREIN IN ITS ENTIRETY.**

TO HAVE AND TO HOLD said Premises, together with all privileges and appurtenances thereunto belonging, incident or appertaining thereto, to the Trustee, his heirs, successors and assigns forever, upon the trusts, terms and conditions, and for the uses and purposes hereinafter described. And the said Grantor covenants with the said Trustee that he is seized of the said Premises in fee, has the right to convey the same in fee simple, that title to the Premises is marketable and free from all encumbrances, and that he will warrant and defend the title to the Premises against the lawful claims of all persons whomsoever, except for the exceptions hereinafter stated, to wit:

This Deed of Trust is given hereby is \$ **24,100.00** a The period within which such future written instrument evidencing an a et seq.

The original of this instrument with the notes or bonds secured thereby having this day been exhibited to the undersigned marked paid and satisfied as required by law, the same is hereby cancelled of record by virtue of authority contained in Section 45-37 of the General Statutes of NC.

The amount of present advances outstanding secured hereby at any one time is \$ **135,800.00** hereof. There is no requirement that there be any advance with the provisions of N.C.G.S. §§ 45-67,

MAR - 7,
this **2002**
By: **Debbie C. Wood, Register of Deeds**
Asst. Deputy

Sat BK 126 Pg 4437

If the Borrower shall pay all other sums secured hereby, and the request and expense of the Grantor instrument securing payment of the payment of the Obligation and satisfaction of the Beneficiary, to sell the Premises with respect to the exercise of power as the Trustee is empowered. De The Trustee is hereby authorized to pay his commission and reasonable fees and incidental expenditures), and other instruments, or as otherwise but not completed, Grantor shall pay all costs incurred by the Trustee, including outstanding indebtedness in accordance with the following schedule: 1/4 thereof before the Trustee issues a notice of hearing on the right to foreclose; 1/2 thereof after issuance of said notice; 3/4 thereof after such hearing; and the full commission after the initial sale.

thereon, all renewals and extensions thereof, and is conveyance shall be void and may be canceled at the der the Obligation, this Deed of Trust or any other on, this Deed of Trust or other instrument securing it shall be the duty of the Trustee, upon request all applicable requirements of North Carolina law title to the purchaser in as full and ample manner t is subordinate shall constitute a default hereunder. any foreclosure sale shall be applied by the Trustee mited to taxes, assessments, recording costs, service aded by the Beneficiary pursuant to the terms hereof ss proceeds of the sale. If foreclosure is commenced al commission computed on five percent (5%) of the

The Grantor covenants and agrees to keep all improvements on the Premises constantly insured for the benefit of the Beneficiary against loss by fire and other casualties, and through such underwriters and for such amounts as may be satisfactory to the Beneficiary. Grantor shall purchase such insurance, pay all premiums, and deliver to the Beneficiary a copy of all such policies and evidence that the premiums have been paid. In the event of loss Grantor shall give prompt notice to the insurance carrier and Beneficiary. Beneficiary may make proof of loss if not made promptly by Grantor. All proceeds from any such insurance shall at the sole option of the Beneficiary be applied to the Obligation hereby secured or to the repair or reconstruction of any improvements upon the Premises. Grantor also covenants and agrees that he will keep the Premises in as good order, repair and condition as they are now, reasonable wear and tear excepted; not commit or permit waste; comply with all governmental requirements (including environmental laws and regulations) respecting the Premises or their use; pay all taxes, assessments and charges lawfully levied against the Premises within 30 days after the same shall become due; and that the Premises will not be transferred without the consent of the Beneficiary. Grantor further agrees that in the event any suit or proceeding shall be brought against the Trustee or Beneficiary or if any suit or proceeding shall be brought which may affect the value or title to the Premises, Grantor shall defend, indemnify and hold the Trustee and/or Beneficiary harmless from any loss, cost, damage or expense and shall reimburse the Trustee and/or Beneficiary for any attorneys fees incurred. In the event the Trustee is named as a party to any civil action as Trustee, the Trustee shall be entitled to employ an attorney, including himself if he is a licensed attorney, to represent the Trustee in said action, and the reasonable attorneys fees of the Trustee in such action shall be paid by the Grantor.