

Mail to James J. Booker, Winston Blm (Name) (St. & No. or R.F.D.) (City) (State)

STATE OF NORTH CAROLINA  
COUNTY OF FORSYTH

20

DEED OF TRUST

This Indenture, made this 3rd day of July, 1968, by and between  
K and S, Inc.

part y of the first part, and James J. Booker Trustee, party of the second part,  
and Paul T. Myers Catering Service, Inc. part y of the third part;

WITNESSETH, Whereas, the said part \_\_\_\_\_ of the first part being indebted to said part \_\_\_\_\_ of the third part  
in the principal sum of Fifty Thousand and No/100 (\$50,000.00) Dollars for part of balance  
of purchase price of real estate as evidenced by note(s) of even date herewith, as follows:  
One Note in the original amount of \$50,000.00, with interest at the rate of 6% per annum,  
payable \$555.12 on or before August 1, 1968, and a like amount of \$555.12 each month there-  
after until principal and interest are paid in full.  
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 James J. Booker Trustee, his successors, or assigns, that certain  
piece, parcel, lot or tracts of land lying in Forsyth County, and more particularly described as follows: TRACT NO. 1: BEGINNING  
at an iron stake on the east or southeast side of Polo Road, which stake is 150 ft. south-  
wardly from the intersection of said Polo Road and Indiana Ave. and which stake is the south-  
west corner of the property leased from J. H. Parrish and wife, Emmy Lou H. Parrish, et al  
to Texaco, Inc.; thence along the south line of the said Texaco leased property, South 54 deg  
30' East 184 feet to an iron stake at the southeast corner of said Texaco lease property;  
thence South 55 deg. 03' West 113.26 feet, more or less, to an iron stake, the Southeast cor-  
ner of property herein conveyed; thence 184 feet more or less, over the following listed  
courses, to the east side of said Polo Road, North 55 deg. 23' West; North 56 deg. 36' West;  
North 58 deg. 13' West; thence along the east side of said Polo Road, North 55 deg. 03' East  
119.08 feet, more or less, to place of BEGINNING.

(The above lot is further identified as Lot No. 1A, Block 3439, on the Forsyth County Tax Map  
of Winston Township).

TRACT NO. 2: BEGINNING at an iron stake on the south side of Indiana Ave., which iron stake  
is 184 feet eastwardly from the intersection of Polo Road and Indiana Ave. and which iron  
stake is also the Northeast corner of the property leased to Texaco, Inc., thence continuing  
along Indiana Ave., South 54 deg. 30' East 109.61 feet, more or less, to iron stake, north-  
east corner of property conveyed to J. H. Parrish and wife, by deed registered in Book 797  
Page 440; thence South 55 deg. 03' West 263.26 feet more or less, to an iron stake, southeast  
corner of property conveyed in said Book 797 page 440; thence North 54 deg. 03' West 115.45  
ft. more or less, to an iron stake, at the southeast corner of property conveyed to Paul T.

Myers, Jr. and wife, by a previous executed deed; THENCE north 55 deg. 03' East, along the  
east boundaries of the said Paul T. Myers, Jr. and wife property and the said property  
leased to Texaco, Inc., 263.26 feet more or less to the place of BEGINNING at the edge of  
INDIANA AVENUE.

(The Second Lot described immediately above is further designated as Lot No. 1D, Block  
3439 on the Forsyth County Tax Map of Winston Township).

351010 PAGE 60

The original of this instrument with the notes or bonds secured thereby  
has this day been exhibited to the undersigned marked paid and  
is filed by

By Paul T. Myers Catering Service Inc. Pres  
as required by the laws of the State of North Carolina and by virtue of  
authority conferred upon me by the General Statutes of N. C.

This Dec 4 1969  
Bernice Miller  
Deputy Register of Deeds  
Ant

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

STATE OF NORTH CAROLINA  
COUNTY OF FORSYTH

29

DEED OF TRUST

This Indenture, made this 3rd day of July, 1968, by and between  
K and S, Inc.

part y of the first part and James J. Booker Trustee, party of the second part,  
and Paul T. Myers Catering Service, Inc. part y of the third part;

WITNESSETH, Whereas, the said part of the first part being indebted to said part of the third part  
in the principal sum of Fifty Thousand and no/100 (\$50,000.00) Dollars for part of balance  
of purchase price of real estate as evidenced by notes of even date herewith, as follows:  
One Note in the original amount of \$50,000.00, with interest at the rate of 6% per annum,  
payable \$555.12 on or before August 1, 1968, and a like amount of \$555.12 each month there-  
after until principal and interest are paid in full,  
the payment whereof the said part y of the first part is to be secured.

NOW, THEREFORE, the said part y of the first part, for and in consideration of one dollar to each in hand paid, the receipt  
whereof is hereby acknowledged, do hereby convey, transfer, alienate and sell and by these presents do sell  
unto the said part y of the second part, James J. Booker Trustee, HIS heirs, assigns or assigns, that certain  
piece of land, to-wit: a certain lot of land, more or less, situated in the County of Forsyth, State of North Carolina, as follows: TRACT NO. 1: BEGINNING  
at an iron stake on the east or southeast side of Polo Road, which stake is 150 ft. south-  
wardly from the intersection of said Polo Road and Indiana Ave. and which stake is the south-  
west corner of the property leased from J. H. Parrish and wife, Mary Lou H. Parrish, et al  
to Texaco, Inc.; thence along the south line of the said Texaco leased property, South 54 deg.  
30' East 184 feet to an iron stake at the southeast corner of said Texaco lease property;  
thence South 55 deg. 03' West 113.26 feet, more or less, to an iron stake, the Southeast cor-  
ner of property hereby conveyed; thence 184 feet more or less, over the following listed  
courses, to the east side of said Polo Road, North 5 deg. 23' West: North 56 deg. 36' West;  
North 58 deg. 15' West; thence along the east side of said Polo Road, North 55 deg. 03' East  
119.08 feet, more or less, to place of BEGINNING.  
(The above lot is further identified as lot No. 1A, Block 3039, on the Forsyth County Tax Map  
of Winston Township).

TRACT NO. 2: BEGINNING at an iron stake on the south side of Indiana Ave., which iron stake  
is 184 feet eastwardly from the intersection of Polo Road and Indiana Ave. and which iron  
stake is also the Northeast corner of the property leased to Texaco, Inc.; thence continuing  
along Indiana Ave., South 54 deg. 30' East 184 feet, more or less, to iron stake, north-  
east corner of property conveyed to J. H. Parrish and wife, by deed registered in Book 797  
Page 490; thence South 55 deg. 03' West 206.20 feet more or less, to an iron stake, southeast  
corner of property conveyed in said Book 797 page 490; thence North 54 deg. 03' West 115.45  
ft. more or less, to an iron stake, at the southeast corner of property conveyed to Paul T.

Myers, Jr. and wife, by a previous executed deed; thence north 54 deg. 03' East, along the  
east boundaries of the said Paul T. Myers, Jr. and wife property and the said property  
leased to Texaco, Inc., 205.20 feet more or less to the place of BEGINNING at the edge of  
INDIANA AVE.

(The Second lot described immediately above is further designated as Lot No. 1B, Block  
3039 on the Forsyth County Tax Map of Winston Township).

The original of this instrument with the notes or bonds secured thereby  
having this day been exhibited to the undersigned marked paid and  
satisfied by

By Paul T. Myers Catering Service Inc. - Payee  
Paul T. Myers - Pres  
as required by law, the same is hereby cancelled of record by virtue of  
authority contained in Section 45-57 of the General Statutes of N. C.

This Dec 4, 1969  
Bernice Miller  
Deputy Register of Deeds  
Asst

TO HAVE AND TO HOLD The said premises, together with all the privileges and appurtenances thereto belonging, incident or appertaining thereto, unto the said James J. Booker 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 is seized of said premises in fee, and ~~has~~ 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.

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 of 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 James J. Booker 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 first advertising the same for a period of thirty days by posting a notice thereof at the courthouse in Winston-Salem, N. C., and also by publishing said notice at least once a week for four consecutive weeks within such thirty days, in some newspaper published in said County, therein appointing the date of said sale, and 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 paying 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 reverted according to the provisions of law. And the said part Y of the first part covenant and agree 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 party 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 K and S, Inc. has caused these presents to be signed by its President, Charles M. Allen, and has caused its common seal to be affixed hereto.

ATTEST: [Signature] (SEAL) K AND S, INC. (SEAL)

(SEAL) By: Charles M. Allen (SEAL)  
Secretary President

D. T. BOOK 1010 PAGE 61

TO HAVE AND TO HOLD The said premises, together with all the privileges and appurtenances thereto belonging, incident or appertaining thereto, unto the said James J. Booker 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 is seized of said premises in fee, and ~~has~~ 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.

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 of 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 James J. Booker 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 first advertising the same for a period of thirty days by posting a notice thereof at the courthouse in Winston-Salem, N. C., and also by publishing said notice at least once a week for four consecutive weeks within such thirty days, in some newspaper published in said County, therein appointing the date of said sale, and 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 paying 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 and agree 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 party 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 K and S, Inc. has caused these presents to be signed by its President, attested by its Secretary, and has caused its common seal to be affixed hereto.

ATTEST: [Signature] (SEAL) K AND S, INC. (SEAL)  
Secretary By: [Signature] (SEAL) President (SEAL)

D. T. 1010 PAGE 61

STATE OF NORTH CAROLINA—Forsyth County

I, \_\_\_\_\_, a Notary Public, 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

I, \_\_\_\_\_, a Notary Public, 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 3rd day of July, A.D., 19 68, personally came before me, Scarlett J. Brown, a notary public, Paul Simos who, being by me (Name of Secretary or Assistant Secretary) duly sworn, says that he knows the Common Seal of K AND S, INC., (Name of Corporation) and is acquainted with George M. Agha who is the President of said Corporation, and that he, the said Paul Simos, 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 Paul Simos, 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 3rd day of July, A.D., 19 68.

Notary Public

My commission expires: January 15, 1969

STATE OF NORTH CAROLINA—Forsyth County

The foregoing (or annexed) certificate, of Scarlett J. Brown, DP (here give name and official title of the officer signing the certificate passed upon) is (are) certified to be correct. This the 2 day of Aug, A.D. 1968.

Eunice Ayers, Register of Deeds

Probate fee 25c paid.

By Ruth Barrow Deputy-Assistant

Fee \$ 4.00 paid.

Drawn By James J. Booker, Attorney

Book 1010 PAGE 62

SERVICE  
PRESENTED FOR  
REGISTRATION  
AND RECORDED  
AUG 2 2 31 PM '68  
EUNICE AYERS  
REGISTER OF DEEDS  
FORSYTH CO., N.C.  
R.R.

PAUL T. MYERS CATERING

JAMES J. BOOKER  
Trustee

FOR

TO

K AND S, INC.

FROM

DEED OF TRUST

STATE OF NORTH CAROLINA—Forsyth County

I, \_\_\_\_\_, a Notary Public, 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

I, \_\_\_\_\_, a Notary Public, 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 3rd day of July, A.D., 19 68, personally came before me, Scarlett J. Brown, a notary public, Paul Simos who, being by me (Name of Secretary or Assistant Secretary) duly sworn, says that he knows the Common Seal of K AND S, INC. (Name of Corporation) and is acquainted with George M. Agha who is the President of said Corporation, and that he, the said Paul Simos, 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 Paul Simos, 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 3rd day of July, A.D., 19 68.

Notary Public

My commission expires: January 15, 1969

STATE OF NORTH CAROLINA—Forsyth County

The foregoing (or annexed) certificate, of Scarlett J. Brown, N.P. (here give name and official title of the officer signing the certificate passed upon) is (are) certified to be correct. This the 2 day of Aug A.D. 1968.

Eunice Ayers, Register of Deeds

Probate fee 25c paid.

By Ruth Barrow Deputy-Assistant

Fee \$ 4.00 paid.

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

D.I. 1010 PAGE 62

SERVICE  
PRESENTED FOR  
REGISTRATION  
AND RECORDED  
AUG 2 2 31 PM '68  
EUNICE AYERS  
REGISTER OF DEEDS  
FORSYTH CO., N.C.

PAUL T. MYERS CATERING

FOR

JAMES J. BOOKER  
Trustee

TO

K AND S, INC.

FROM

DEED OF TRUST