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829/280

Book
0829 Page
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ROWAN COUNTY NC
08/11/98 1:37 PM
BOBBIE H. ELLIARDT
Register of Deeds
By: _____ Deputy/Book

SATISFACTION: 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 _____ 112 North Main Street, Salisbury, NC 28144

This instrument prepared by Robert Lee Saunders, Attorney at Law, 112 North Main St., Salisbury, NC

Brief Description for the index _____

NORTH CAROLINA DEED OF TRUST

THIS DEED OF TRUST made this 11th day of August, 1998, by and between:

GRANTOR	TRUSTEE	BENEFICIARY
PAUL P. HINKLE, SR. and REBECCA A. HINKLE	Terry E. Osborne	Rowan County

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 One Hundred Thousand and no/100-----

----- Dollars (\$ 100,000.00)

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 _____

NOW, 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 _____, Salisbury Township,

Rowan

County, North Carolina. (the "Premises") and more particularly described as follows:

Lying and being in Salisbury Township, Rowan County, N.C.:

BEGINNING at a stake in the Western Margin of the right of way of Interstate Highway 85, Elvin Hoffner's corner; and runs thence with Elvin Hoffner's line North 80 degrees 40 minutes West 491 feet to a stake, W.A. Hoffner's corner; thence with W.A. Hoffner's line, North 6 degrees 09 mo East 207.1 feet to an iron pipe, W.A. Hoffner and H.L. Hinkle's corner; thence three new lines with H.L. Hinkle as follows: (1) North 82 degrees 10 minutes East 290 feet to a stake; (2) North 14 degrees Est 300 feet to a stake; (3) South 80 degrees East 305.8 feet to a stake in the Western margin of the right of way of Interstate Highway 85, South 17 degrees 39 minutes West 688.5 feet to the point of BEGINNING, containing 6.4 acres, more or less, and being part of the property described in Deed Book 189, page 140 in the office of the Register of Deeds for Rowan County, North Carolina.

The purpose of this Deed of Trust is to guarantee the appearance of Paul P. Hinkle, Jr., in case numbers 98 CRS 11750 and 98 CRS 11751 in Rowan County Superior Court.

TO HAVE AND TO HOLD said Premises with all privileges and appurtenances thereto belonging, to said Trustee, his heirs, successors, and assigns forever, upon the trusts, terms and conditions, and for the trust hereinafter set forth.

If the Grantor shall pay the here 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 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 a default 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 10 days from the date due, or if there shall be a default in any of the 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 10 days after written notice, then and in any such event, without further notice, it shall be lawful for and the duty of the Trustee, upon request of the Beneficiary, to sell the said premises conveyed as public auction for cash, after having first giving such notice of hearing in to commencement of foreclosure proceedings and obtained such findings or order of court as may then be required by law 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 sales 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 returns his commission, together with reasonable attorneys fees incurred by the Trustee in such proceeding, be applied to the coin 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 advancements 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 \$1,000, whichever is greater, for a completed foreclosure. In the event foreclosure is commenced, but not completed, the Grantor shall pay all expenses incurred by the Trustee, including reasonable attorney's fees, and a judicial 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 receives a notice of hearing or the right to foreclose; one-half (1/2) thereof 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 final 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 quantities and for such amounts, not less than that amount necessary to pay the sum secured by this Deed of Trust, and in any event satisfactory to the Beneficiary. Grantor shall purchase such insurance, pay all premiums thereon, and shall deliver to the Beneficiary such 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 principal of the Note secured by this Deed of Trust, and shall be due and payable upon demand of Beneficiary. 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 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 assigns to Beneficiary, in the event of default, all rents and profits from the land and any improvement 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 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 instrument that may be secured said Note.

5. **WASTE.** The Grantor covenants that he will keep the Premises hereon 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 the 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 other lien, 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 premises hereinafter described is subject to the following exceptions:

Easements and Restrictions of record.

1998 ad valorem taxes.

8. **SUBSTITUTION OF TRUSTEE.** Grantor and Trustee covenants 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 joint tenant or tenant by the entirety; (iv) the grant of a leasehold interest of three (3) years or less not constituting an option to purchase; (v) a transfer 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 of the Grantor becomes an owner of the Premises; (viii) a transfer into an inter vivos trust in which the Grantor is and 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 any interest in the Premises, shall be deemed to be a transfer of an interest in the Premises for purposes of this paragraph.

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 loss 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 of 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 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. **CURE ACTION.** In the event that the Trustee is named as a party to any civil action in 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 due after default in the rate provided in the Note for sums due after default.

14. **PRIOR LIENS.** Debts 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**

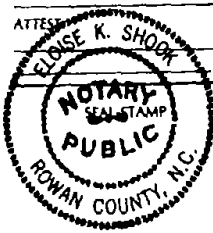
IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and in seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

(Corporate Name)

By:

President

ATTEST:



Secretary (Corporate Seal)

NORTH CAROLINA, _____ County,

I, a Notary Public of the County and state aforesaid, certify that PAUL P. HINKLE, SR. and REBECCA A. HINKLE

Grantor,

personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and

official stamp or seal, this 11th day of AUGUST, 1998.

My Commission expires: 11-5-99 Elvise K. Shook 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 of Elvise K. Shook a N/P of Rowan 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. Rowan COUNTY

By Debra M. Carrigra Deputy/Assistant-Register of Deeds.

N. C. Bar Assoc. Form No. L-5 © 1976, Revised © September 1985 NEBA 001

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8/11/98

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