

Mail to: Workmen's Federal Savings & Loan Assn. DR. 6265 5/5
(Name) (St. and Number or R.F.D.) (City) (State)

STATE OF NORTH CAROLINA
COUNTY OF SURRY

DEED OF TRUST

This Indenture, made this 27th day of January, 1960, by and between
Clifton E. Johnson and wife, Polly Johnson

part ies. of the first part, and A. B. Carter trustee, party of the second part,
and Pearl Matcher Starling part y. of the third part:

WITNESSETH, Whereas, the said part ies. of the first part being indebted to said part y. of the third part in the
principal sum of Five thousand fifteen and 11/100----- Dollars for

as evidenced by note (s) of even date herewith, as follows:

Payable \$50.00 on February 15, 1960 and \$50.00 on the 15th day of each month until paid in full.

This note does not bear interest.

the payment whereof the said part ies. 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 ies. of the first part have granted, bargained and sold, by these presents
do grant, bargain, sell and convey unto the said A. B. Carter Trustee, his successors, or assigns that certain
piece, parcel, lot or tracts of land lying in Mount Airy Township, Surry County, and more particularly described as follows:

Beginning at the seam in the concrete, back edge of the sidewalk on the East edge of Main
Street and at a point 15 feet 6 ins. from the S. W. corner of Barber-Allen Mosiery Mill
property, runs thence about North 6 degs. West 15 feet 6 ins. to the Southwest corner of the
Barber-Allen Mosiery Mill property; thence with the South line of Barber-Allen Mosiery Mill
property North 82 degs. 48 mins. East and continuing on said degree call with the South
line of the Barber-Allen Mosiery Mill property, and after a distance of 23 feet and 2 ins.
running 3 feet South of the South Wall of Barber-Allen Mosiery Mill property, at total
distance of 72 feet 8 ins. to the outside wall of the brick building now used as a cafe; then
with the outside of said brick wall and about South 24 feet 6 ins. to the Southeast corner
and outside wall of said brick building; thence following the outside of the South wall
of said brick building westward towards Main Street, 42 feet and 10 ins. to a point 25
feet from the South line of the Barber-Allen Mosiery Mill property; thence with the line
of other property of parties of the first part to the beginning corner at the East edge of
Main Street.

Together with the right in common with Matt Hines and wife, Stella Hines, their heirs and
assigns of egress and ingress, through over and upon a strip of land 10 feet wide, running
from Main Street along the Southwest and South lanes of the lands herein conveyed to the
Southeast corner of the lands herein conveyed. There is reserved the use of the East
Wall of the brick building on the land herein conveyed, in accordance with terms of deed
recorded in book 187, page 92.

The above land was conveyed to grantors by See Book No. Page

TO HAVE AND TO HOLD The said premises, together with all the appurtenances thereto belonging, incident or ap-
pertaining thereto, unto the said A. B. Carter Trustee, his successors and assigns, in trust for
the uses and purposes hereinafter limited, described and declared. And the said part ies. of the first part covenant(s) with the said
Trustee that they are seized or said premises in fee, and have the right to convey the same in fee simple; that the
same are free from all encumbrances, and that they 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 ies. 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 t he y shall fail or neglect to pay any part
of 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 A. B. Carter Trustee, his successors or assigns,
at the request of the said part y. of the third part, or her assigns, to sell said land at public auction to the highest bidder for
cash on the premises or some public place in Surry County, N. C., such place to be fixed and designated by the Trustee, after first adver-
tising the same for a period of thirty days by posting a notice thereof at the courthouse in Dobson, 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, time and place 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 ies. of the first part shall pay off said note (s) and interest and shall dis-
charge fully the trusts herein declared before such sale, then the aforesaid premises shall be reconveyed to the said part ies. of the
first part or the title hereto be revested according to the provisions of law. And the said part ies. of the first part covenant s. and
agree s that they 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 in an amount acceptable to party of third part and other casualty, 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 her 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 suc-
cessors 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 ies. of the first part, for themselves, their

516

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 Clifton E. Johnson and wife, Polly Johnson

have hereunto set their hands and seals the day and year first above written.

Clifton E. Johnson
Polly Johnson

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF NORTH CAROLINA—Surry County

I, Frances C. Smith

, a Notary Public, do certify

that Clifton E. Johnson

and his wife,

Polly Johnson

each personally appeared before me this day and acknowledged the due execution of the foregoing Deed of Trust.

Witness my hand and notarial seal, this 30 day of January

, 19 60

PLACE
N. P. SEAL
HERE

Frances C. Smith Notary Public

My commission expires: 2-27-61

STATE OF NORTH CAROLINA—Surry 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 notarial seal, this _____ day of _____, 19 _____

PLACE
N. P. SEAL
HERE

Notary Public

My commission expires: _____

STATE OF NORTH CAROLINA—Surry County

The foregoing certificate (s) of Frances C. Smith

a Notary Public of Surry County, North Carolina,

is (are) adjudged to be in due form and according to law. Therefore, let the instrument with the certificate be registered.

This the 1 day of February, 19 60

Dorothy Haynes
Deputy Clerk Superior Court

Fee \$ _____ paid. No. _____

Filed for registration on the 1 day of Feb, 19 60, at 2 o'clock P. M.
and registered in the office of the Register of Deeds of Surry County, N. C., in Deeds of Trust Book 233 at Page 515

Beth M. Shinnick
Register of Deeds

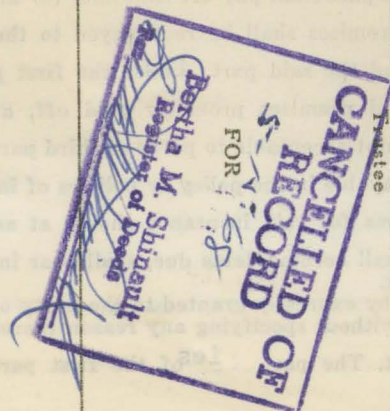
Fee \$ _____ paid.

By _____ Deputy Register of Deeds

Prepared by
A. B. Cain

Paid and satisfied in full.
May 15, 1968

Norris C. Hatcher
Executor



Deed of Trust

FROM

TO