

DEED OF TRUST—City Fixed Monthly Payment Form—Comb. 12852—5-6-38—76317—86576.

(Bin 5—N.S. 29 & 36)

Mitchell Printing Company, Raleigh, N. C.

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North Carolina, BUNCOMBE County. SS: Re: Prop. #15396THIS INDENTURE, Made and entered into this the 1st day of July, A.D. 19 43 by and between
WILLIAM DINO and MARIE K. DINO,

his wife,

of the County of BUNCOMBE and State of North Carolina, part ies of the first part, and
FIRST NATIONAL BANK AND TRUST COMPANY IN ASHEVILLE, TRUSTEE party of the second part, and THE PRUDENTIAL INSURANCE
COMPANY OF AMERICA, party of the third part,WITNESSETH, That whereas the said WILLIAM DINOand MARIE K. DINO, his wife,are indebted to the said THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, party of the third part as aforesaid,~~for money loaned~~ in the principal sum of SEVENTY-FIVE HUNDRED AND NO/100--- Dollars (\$ 7500.00),for which the said WILLIAM DINO AND MARIE K. DINO, his wife,have executed and delivered to the said THE PRUDENTIAL INSURANCE COMPANY OF AMERICA,party of the third part, as aforesaid, their note of even date with this deed of trust, in the said sum ofSEVENTY-FIVE HUNDRED AND NO/100--- Dollars (\$ 7500.00),with interest thereon from the first day of July, 19 43, at the rate in said note set forth, said principal sum and
interest being payable in monthly installments as follows, namely:Beginning on the first day of AugustFIFTY-FIVE AND 35/100--- 19 43 and on the first day of each month thereafter, the sum of
Dollars,and the balance of said principal sum due and payable on the first day of March, 19 60.The aforesaid monthly payments of Fifty-five and 35/100----- Dollars

each are to be applied first to interest at the rate as aforesaid on the principal sum of

SEVENTY-FIVE HUNDRED AND NO/100----- Dollars, or so much as
shall from time to time remain unpaid, and the balance of each monthly payment shall be applied on account of principal.

The original of this instrument with the notes secured thereby having this day been exhibited
to the undersigned marked fully paid and satisfied as required by law, the same is hereby
cancelled off record, under and by virtue of authority in Sec. 43-37 of the General Statutes
of N. C.

Oct 16, 1951 Register of Deeds

By [Signature] Deputy

All installments of principal and interest not paid when due shall bear interest from that date at the rate of six per cent per annum, until paid.Said note also provides, and it is made a part of this contract, that both principal and interest are payable in lawful money of the United States of
America, with current rate of exchange on New York, at the office of The Prudential Insurance Company of America, in Newark
New JerseySaid note further provides, and it is made a part of this contract, that upon the maker's failure to pay any installment of principal and/or interest of
said note when due, then the remaining installments of said note shall at once become due and payable at the option of the legal holder of said notes, and
be at once collectible as herein provided.

-purchase money

And it having been agreed that payment of said indebtedness, evidenced by the note above mentioned and described, shall be secured by a conveyance of
the lands hereinafter described;NOW, THEREFORE, in consideration of the premises and for the purposes aforesaid and the sum of one dollar (\$1.00) to the said part ies of the
first part, as aforesaid, paid by the said party of the second part, the receipt of which is hereby acknowledged, the said part ies of the first part, as aforesaid,
have bargained, sold, given, granted and conveyed, and do by these presents bargain, sell, give, and convey to the said party of the second part,its successors and assigns, all that certain lot or parcel of lands situated in theCounty of Buncombeand State of North Carolina, and more
particularly designated and described as follows:

BEGINNING at a stake at the point of intersection of the south margin of Lakeview Drive,
with the west margin of Craggy Circle, and runs thence with said West margin of Craggy
Circle, south 3° 0' west 150 feet to the point of intersection of said margin of said
Circle with the north margin of Holland Place; thence with the north margin of Holland
Place, North 58° 22' west 115.68 feet to a stake, the southeast corner of Lot No. 16-B
of a plat hereinafter referred to; thence with the east line of said Lot No. 16-B,
north 0° 32' west 117.96 feet to a stake; thence continuing with said line of said Lot,
North 11° 21' east 38.97 feet to a stake, the northeast corner of said Lot No. 16-B
in the south margin of Lakeview Drive; thence with said margin of said Drive, south 56°
08' east 119.89 feet to the point of place of BEGINNING.

AND BEING LOT NO. 16-C of a plat of the sub-division of the Chiles apportionment of
Lot No. 16, recorded in Plat Book No. 4 at page (43) in the Office of the Register of
Deeds for Buncombe County, North Carolina.

BEING the same premises conveyed to the parties of the first part by the party of the
third part by Deed of even date herewith. This is a first lien purchase money Deed
of Trust.

TO HAVE AND TO HOLD said land and premises, with all the rights, privileges, and appurtenances thereunto belonging, to it, the said party of the second part, its successors or assigns upon the trust and for the uses following and none other, that is to say:

If the said parties of the first part,

shall fail or neglect to pay said note or any installment of principal and/or interest of said note as it becomes due, as above set forth, or if they shall fail to keep the buildings on said property insured in such forms of insurance as may be required by said party of the third part, in some standard insurance company or companies authorized to do business in the State of North Carolina, to be approved by the said party of the third part, or if they shall fail to pay all taxes, assessments, levies, dues and charges imposed upon the property hereinbefore described, then, and in either event, all of the installments of said indebtedness evidenced by said note above mentioned and described shall immediately become due and payable, and on the application of the holder of said note herein secured, or his or her assigns, or other person who may be lawfully entitled to the money due on said note, it will be lawful for and the duty of said party of the second part, if requested by such owner, holder or other persons entitled to proceeds of said note, to advertise by notice of sale posted at the county courthouse door for thirty days immediately preceding said sale, and in a newspaper published in said county once a week for four successive weeks (and if there be no newspaper published in said county, the notice of such sale shall also be posted in three public places in said county, in addition to the county courthouse door, for thirty days immediately preceding said sale), therein appointing the time and the place of sale, and at said time and place to expose the lands hereinbefore described and conveyed at public sale to the highest bidder for cash, and upon such sale to collect the purchase money and convey title to the purchaser in fee simple; and after retaining five per cent of the proceeds of such sale as compensation for making such sale and for all services performed and retaining also all expenses incurred, including five per cent attorney's fees, out of the proceeds of such sale, shall apply so much of the residue as may be necessary to pay off the debt secured hereby, and all interest then due and accrued thereon, and shall pay the surplus, if any remain, to the said parties of the first part, their legal representatives or assigns. And the said parties of the first part hereby agree that in the event of a sale the lawful holder of said note shall have the right to bid at such sale and become the purchaser thereof, and that if a sale shall be made, whoever may be in possession of said premises at that time shall at once become the tenant or tenants at the will of the purchaser at the monthly rental of One Hundred and No/100--- Dollars (\$100.00---), payable monthly in advance, and shall and will remove at any time thereafter or upon one month's notice from said purchaser, without regard to any previous lease, contract or agreement relating to the use or occupation of said premises. The Trustee may require the successful bidder at any sale to immediately deposit with the Trustee cash or certified check in the amount of twenty per cent of his bid, provided notice of such requirement is contained in the advertisement. The bid may be rejected if the deposit is not immediately made. Said deposit shall be refunded in case a resale is ordered on account of increased bid; otherwise, it shall be applied on the purchase price.

And the parties of the first part, for themselves, and their heirs, executors and administrators, covenant to and with the party of the second part, its successors or assigns, that the said parties of the first part are seized of said land and premises in fee simple, and that they have a good and lawful right to convey the same in fee simple; that they are free and clear from any and all encumbrances whatsoever; and that they do hereby forever warrant and will forever defend the title and possession thereto and thereof against the lawful claims of any and all persons whomsoever.

In case the party of the second part or third part, or assigns, shall be made a party to any suit or be forced to become a party to any suit or proceedings at law or equity in order to protect the security given for this obligation, the said party of the second part or third part, or assigns, shall be saved harmless and reimbursed by the parties of the first part for any amount paid to protect the first and prior lien of this deed of trust, and for all reasonable costs, charges and attorney's fees incurred in such suit or proceedings, and the same shall be a further charge and lien upon said premises and enforced as the principal obligation.

It is further stipulated and agreed that if the said parties of the first part shall pay off said note and interest and discharge fully the trusts herein declared before such sale, then this deed to be null and void, and be properly cancelled of record, otherwise to be in full force and effect.

It is further stipulated and agreed that the said parties of the first part, as aforesaid, shall keep the buildings situated on said lands hereinbefore described, insured in such forms of insurance as may be required by the said party of the third part, in some standard insurance company or companies licensed to do business in North Carolina acceptable to said party of the third part, for a sum satisfactory to the said party of the third part, the policy or policies of insurance to be assigned by standard mortgage clause and delivered to the said party of the third part or assigns.

It is further stipulated and agreed that if the said parties of the first part, as aforesaid, shall fail to have the buildings on the lands hereinbefore described insured as above set forth, then the said party of the third part, or assigns, is fully authorized and empowered to procure such insurance on said buildings, and the amounts paid for such insurance and also any other sums expended by the said party of the third part, or its assigns, for the payment of taxes thereon shall be added to and constitute a part of the debt hereby secured, bearing interest at the rate of six per cent per annum from the time of such payments, and due and payable at the next succeeding interest date.

It is further stipulated and agreed that the said parties of the first part, as aforesaid, shall pay, as the same may become due, all taxes, assessments, levies, dues and charges, by whatsoever authority legally imposed upon the property hereinbefore described and conveyed so long as the debt herein secured, or any part thereof, shall remain unpaid; and if the said parties of the first part, as aforesaid, shall fail or neglect to pay said taxes, assessments, levies, dues or charges, then the said party of the third part, or its assigns, is authorized to pay the same, and the amount so paid, with interest thereon from the time of such payments at the rate of six per cent per annum, are to be included as a part of the indebtedness herein secured, and due and payable at next succeeding interest date. This provision authorizing the said party of the third part or assigns to procure insurance on the buildings on said property and to pay all taxes, assessments, levies, dues and charges imposed on said property, and providing that the payments so made shall bear interest at the rate of six per cent per annum from the time of such payments, and shall become a part of the indebtedness herein secured, shall not be construed to be a waiver of the provision hereinbefore set out that, in the event of the failure of the said parties of the first part, as aforesaid, to keep the buildings on said property insured, as hereinbefore provided, or to pay all taxes, assessments, levies, dues and charges imposed on said property, as hereinbefore provided, all of said indebtedness herein secured shall immediately become due and payable, but is made for the purpose of securing the said party of the third part or assigns for the amounts so advanced.

In case of the death, absence, resignation, inability or refusal to act of the said party of the second part, or for any other reason satisfactory to owner of debt, the said owner of the debt herein is hereby empowered to appoint another Trustee in the place and stead of said Trustee or any successor in trust, and the title herein conveyed to said Trustee shall be vested in said successor, which appointment shall be in writing and shall be duly recorded in the Register's Office of Buncombe County, North Carolina.

IN WITNESS WHEREOF the said parties of the first part, as aforesaid, have hereunto set their hand s
and affixed their seal s.
William Dino [L.S.]
Marie K. Dino [L.S.]
[L.S.]
[L.S.]

NORTH CAROLINA, BUNCOMBE COUNTY, SS:

I, JULIA B. ISRAEL, NOTARY PUBLIC, do hereby certify that
WILLIAM DINO and MARIE K. DINO
his wife, personally appeared before me this day and acknowledged the due execution of the foregoing (or annexed) instrument and the said MARIE K. DINO being by me privately examined, separate and apart from said husband, touching her voluntary execution of the same, doth state that she signed the same freely and voluntarily, without fear or compulsion of her husband, or any other person, and that she doth still voluntarily assent thereto.

Witness my hand and official seal, this 15 day of July, A.D. 1943.

[Official Seal]

Julia B. Israel,

My com. expires Oct 14, 1943.

Notary Public

NORTH CAROLINA, BUNCOMBE COUNTY.

The foregoing certificate of JULIA B. ISRAEL, a Notary Public of the County of BUNCOMBE, STATE OF N.C., duly authenticated by his notarial seal thereto attached, is adjudged to be correct. Let the instrument and the certificates be registered.

This 15 day of July, 1943. JOHN J. SNOW, Deputy

Clerk Superior Court, Buncombe County, N. C.

Filed for registration at 3:14 o'clock Pm. July 15, 1943, and recorded and verified.

Copied by Terry

GEO. A. DIGGES, JR., Register of Deeds.

Verified by Tragier & Perry

This the 14th day of July 1943.

Edna C. Turnbull,
Deputy Clerk of the Superior Court

[illegible]

President it

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