

State of North Carolina }
County of New Hanover }

THIS INDENTURE, Made and entered into this the 24th day of January
A. D., 1969, by and between DANIEL L. COFFEY and wife, BRENDA F. COFFEY, and
THERMAN J. FRY and wife, MARY LEE FRY, Trading and doing business as C & F
DEVELOPMENT COMPANY,

the party of the first part (whether one or more persons); C. D. Hogue, Jr.
Trustee, party of the second part; and the Cooperative Savings & Loan Association, of Wilmington,
North Carolina, party of the third part.

WITNESSETH:

THAT, WHEREAS, the party of the first part is a member of the aforesaid Savings and Loan
Association and as such member holds 200 Direct Reduction Loan Shares, and has applied to
said Association for a loan of --- TWENTY THOUSAND AND NO/100 (\$20,000.00) --- Dollars,
which loan has been approved, subject to the provisions and conditions of the Charter and By-Laws of
said Association by the Board of Directors of said Association;

AND, WHEREAS, the said party of the first part has this day received said loan and has given as
evidence thereof a bond or note of even date herewith in said amount, payable to the order of the said
party of the third part, and bearing interest from the date thereof until paid at the rate per annum as
set out in said note payable as to principal and interest monthly as provided in the said bond or note
and as herein set forth; that is to say, that those Direct Reduction Loan Shares above referred to have
been assigned to said Association, and the party of the first part has agreed to pay said Association upon
said shares so assigned a monthly installment of not less than

----- TWO HUNDRED, FIVE AND 68/100 (\$205.68) ----- DOLLARS

on or before the first day of March, 1969, and a like amount on or be-
fore the first day of each and every successive month thereafter, together with any sums advanced by
said Association for the benefit of the party of the first part during the preceding month, until an amount
has been paid sufficient to pay the whole of the indebtedness above referred to, together with all interest
thereon, and any sums advanced by said Association for the benefit of the party of the first part not
otherwise paid, when applied as follows: First, to the payment of interest on said bond; Second, to the
payment of any sums advanced by said Association under the terms of this deed of trust for the bene-
fit of the party of the first part and not otherwise paid, with interest thereon; and, Third, to the prin-
cipal of said bond;

AND WHEREAS, the party of the first part has further agreed to secure the payment of said bond
or note according to its terms by conveyance of the hereinafter described real estate; to faithfully per-
form all of the provisions and conditions of the Charter and By-Laws of said Association; to pay all such
sums as may be incurred by any default on his part in making the designated payments on such shares;
to pay all taxes, charges and assessments as may be lawfully imposed and assessed upon the land and
premises herein conveyed; and to insure and keep insured during the continuance of said indebtedness
against loss by fire, windstorm or hazard of any nature the building on the land conveyed, and to as-
sign the policy or policies of insurance to said Association, as its interest may appear;

NOW, THEREFORE, the party of the first part, for and in consideration of the premises, as well as
One Dollar (\$1.00) to him paid by the said party of the second part, receipt whereof is hereby acknowl-
edged, does grant, bargain, sell and convey unto the party of the second part, his heirs, successors,
and assigns, the following described land, situate, lying and being in the County of New Hanover, State
of North Carolina, and bounded and described as follows:—

Lying in the City of Kure Beach, North Carolina and
BEING all of Lot 1 in Block 58 of Fort Fisher Sea
Beach, as the same is shown on a map thereof, recorded
in Deed Book 73 at Page 236 in the New Hanover County
Registry, and also shown in Map Book 4 at Page 90 in
the aforesaid Registry, reference to which maps is
hereby made for a more particular and detailed description.

together with all and singular, the rights, privileges, easements, tenements and appurtenances thereunto belonging or in any way appertaining; and all heating, plumbing and lighting fixtures, or improvements of any kind or nature, which are now, or may hereafter be, attached to or used in connection with said real estate.

TO HAVE AND TO HOLD said lands and premises, together with all the rights, privileges, easements, tenements, hereditaments and appurtenances thereunto belonging unto the party of the second part, his heirs, successors and assigns, in trust forever.

And the said party of the first part covenants to and with the said parties of the second and third parts that he is seized of said premises in fee and has the right to convey the same in fee simple; that the same are free and clear of all encumbrances; and that he will and his heirs, administrators and executors shall forever warrant and defend the title to the same against the lawful claims of all persons whomsoever.

And the said party of the first part further covenants and agrees with the parties of the second and third part:

1. That he will faithfully perform all of the provisions of the Charter and By-Laws of said Association.
2. That he will pay, or cause to be paid, to said Association at its office on the first day of each and every month, during the continuance of the indebtedness secured by these presents, the monthly installments hereinbefore referred to.
3. That he will pay all such fines as may be incurred by any default in the designated payments on said shares of stock.
4. That he will pay all taxes, charges and assessments which may be imposed by law upon said premises, or any part thereof, as and when the same shall become due and payable.
5. That he will insure and keep insured with a company or companies satisfactory to the Association during the continuance of said indebtedness against loss by fire, windstorm, or hazard of any nature, the buildings on the premises herein conveyed, in an amount satisfactory to the Association, and pay all premiums on said insurance, and will assign and deliver the policy or policies to the Association, with the right and power in said Association to demand, receive and collect any and all money becoming payable thereunder, and to apply the same toward the payment of the indebtedness hereby secured unless the same is otherwise paid.
6. That in the event he shall fail to pay all taxes, charges and assessments, or fail to procure and pay the premiums on said insurance, the said Association may, at its option, pay said taxes, charges and assessments, and pay for or procure and pay for said insurance, and such sums so paid shall be secured by these presents to the same extent as the original amount advanced, with interest thereon at the rate of six per centum per annum, payable monthly.
7. The parties of the second and third part are hereby subrogated to all liens and equities of prior encumbrances satisfied from the proceeds of the loan hereby secured.
Should any court assume jurisdiction of the foreclosure of this deed of trust, the parties of the second and third part shall be entitled to have a receiver appointed pendente lite to collect the rents and profits arising from the lands and premises herein conveyed.
8. That in the event a policy of life insurance is procured and assigned to the party of the third part as collateral security to this loan, the party of the first part will pay the premiums thereon during the term of this loan in monthly installments. Upon failure of the party of the first part to pay said premiums the party of the third part may pay same and such sums so expended shall be secured by these presents to the same extent as the original amount advanced, with interest thereon at the rate of six (6) per cent from date of payment, all of which shall become due and payable on the first day of the next succeeding month after such payment.

BUT THIS CONVEYANCE IS MADE UPON THIS SPECIAL TRUST, that if the party of the first part, his heirs, assigns, or legal representatives shall at all times well and truly perform and comply with all the terms, conditions and requirements hereinbefore set forth, then and in that event this indenture and the estate hereby created and the bond or note hereby secured shall cease, determine and become void.

But if the said party of the first part shall fail to pay the monthly installments on said shares when the same shall become due, or shall fail to pay any taxes, charges, assessments and insurance premiums on any policy or policies collaterally supporting this loan when the same shall become due and payable, or shall fail to comply with any of the stipulations, provisions and conditions hereinabove set forth, and such failure shall continue for a period of thirty days then and in any or all of said events, the entire amount then due on said bond, principal and interest, and all other sums that may be secured by this indenture, shall, at the option of the party of the third part, or of the holder of said bond, or note, immediately become due and payable; and on application of the party of the third part, or of the holder of the bond or note hereby secured, it shall be lawful for, and the duty of, the party of the second part to expose said lands and premises for sale at public auction at the Court House door in the above mentioned County, after first advertising the time and place of said sale at least once a week for four successive weeks preceding said sale in some newspaper published in said County, and posting notice of said time and place of sale at the Court House door in said County for thirty days preceding said sale, and then and there sell said lands and premises to the highest bidder for cash, or on such terms as the said party of the second part or his successors may deem best, and upon such sale to collect the purchase price and convey title to the purchaser free and discharged of all rights of redemption by the party of the first part, his heirs, personal representatives or assigns.

And the party of the second part shall, out of the proceeds of such sale, pay:

1. All expenses and costs incurred in making such sale, including a two and one-half (2½) per cent commission on the proceeds of the sale of said land as compensation to himself for making such sale, provided that such commission shall not be less than Twenty-five (\$25.00) Dollars nor more than Forty (\$40.00) Dollars.

2. The indebtedness hereby secured, together with interest thereon.

3. The surplus, if any, to the party of the first part, his heirs, assigns, or legal representatives.

And it is further agreed between the parties hereto, their respective heirs, executors, administrators, successors and assigns, that if the Trustee herein named shall die, become incapable of acting, renounce his trust, or should the party of the third part, its successors or assigns, or the holder of the bond, desire to substitute another trustee, then the party of the third part, its successors or assigns, may by an instrument in writing probated and registered in the above named County, appoint a substitute Trustee, and such new Trustee shall thereupon become vested of title to said property for the purposes and objects of this trust, and all of the powers, duties and obligations herein conferred on the party of the second part shall devolve upon such successor or successors in the same manner and to the same extent as though he were named herein as Trustee.

It is further mutually understood and agreed by the parties hereto that wherever used herein the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN TESTIMONY WHEREOF, the party of the first part has hereunto set his hand and seal the day and year first above written.

C & F Development Company

Daniel L. Coffey (SEAL)

Brenda F. Coffey (SEAL)

Therman J. Fry (SEAL)

Mary Lee Fry (SEAL)

STATE OF NORTH CAROLINA :
COUNTY OF NEW HANOVER :

I, Maria H. Hughes, a Notary Public, do hereby certify that DANIEL L. COFFEY and wife, BRENDA F. COFFEY, and THERMAN J. FRY and wife, MARY LEE FRY, Trading and doing business as C & F DEVELOPMENT COMPANY, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and notarial seal this 30th day of January, 1969.

Maria H. Hughes
Notary Public

My commission expires: October 4, 1969

STATE OF NORTH CAROLINA }
NEW HANOVER COUNTY }

The foregoing certificate of Maria H. Hughes
a Notary Public of New Hanover County, is correct to be correct.
This 30th day of Jan. certified 1969

Lois C. LeRay

(Drawn by: Hogue, Hill & Rowe, Attys.) By: Elizabeth W. Warrick, DCP Register of Deeds

Received and Recorded
January 30, 1969 at 3:04 P. M.

Lois C. LeRay
Register of Deeds