

MORTGAGE OF REAL ESTATE

WALKER, EMANS & COGSWELL CO., CHARLESTON, S. C. 14500-2-13-40

any of the covenants or agreements herein contained, then, upon application of Beneficiary, and after ten days written notice of such default given by Beneficiary to Trustors by registered letter addressed to them at High Point, North Carolina, it shall be lawful for, and the duty of, Trustee, or his successor, and he is hereby authorized and empowered, to sell the said property hereinbefore described, or any portion thereof, at public auction to the highest bidder for cash at the court house door of the county in which same is located, after first giving notice of the time, place and terms of such sale by posting the same at said court house door, and after due advertisement as provided by law for sales of real estate under mortgage or deed of trust; and Trustee, or his successors, upon receipt of the purchase money, shall execute and deliver to the purchaser at such sale, or to his assigns, a good and sufficient deed in fee simple for said property, and out of the proceeds arising from such sale Trustee, or his successor is hereby authorized and empowered to pay the necessary and reasonable costs and expenses incident to the sale, including a commission of not exceeding five per cent (5%) of such proceeds to Trustee for his services, the balance of the indebtedness secured hereby, and any sum or sums which beneficiary may have paid or agreed to pay by virtue of the covenants and agreements contained in this deed of trust; and the surplus, if any, shall be paid to Trustors, or their legal representatives.

In the event of the death of the Trustee herein or of any substitute Trustee appointed hereunder, or the refusal, failure or inability of any Trustee ^{or any substitute Trustee} for any reason to act hereunder, or in the event Beneficiary shall deem it desirable to remove without cause the Trustee or any substitute Trustee and appoint another to execute this trust, then in either or any of said events Beneficiary shall have the right, and is hereby authorized and empowered to appoint by instrument in writing, duly acknowledged or proved so as to entitle the same to record, and duly recorded in the State or States where said property is located, a substitute Trustee in lieu of the Trustee herein named, or in lieu of any substitute Trustee, who shall thereupon become vested with and succeed to all the title, power and duties hereby conferred upon the Trustee named herein, the same as if said substitute Trustee had been named original Trustee by this instrument.

To expedite recordation of this instrument in the three counties where the properties are located, it is executed in triplicate, all of which are to be considered as one instrument,

IN TESTIMONY WHEREOF, Trustors hereto subscribe their names and affix their seals.

Signed, sealed and delivered

in the presence of

Guy Wood

R. L. Brinson (SEAL)

J. E. Prettyman

Mildred S. Brinson (SEAL)

NORTH CAROLINA,
GULIFORD COUNTY.

I, Helen Crotts, a Notary Public for said County and State, do certify that R. L. Brinson and Mildred S. Brinson, his wife, personally appeared before me this day and acknowledged the due execution of the foregoing instrument; and the said Mildred S. Brinson, wife of R. L. Brinson, being by me privately examined, separate and apart from her 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 said husband or any other person, and that she doth still voluntarily assent thereto.

WITNESS my hand and notarial seal, this 24 day of November, 1941.

Helen Crotts

Notary Public

My commission expires: 7-19-42



NORTH CAROLINA,
GULIFORD COUNTY.

Personally appeared before me Guy Wood (Witness) and made oath that he saw the within named R. L. Brinson sign, seal, and as his act and deed deliver the above written deed; and that he with J. R. Prettyman (other witness) witnessed the due execution thereof.

Sworn to before me this
24 day of November, 1941.

Helen Crotts.

Notary Public

(Seal) My com. exp. 7-19-42



Guy Wood

(Witness)