



Filed

Rockingham County, NC

Amy Lee Simpson, Register of Deeds

09/01/2016 02:44:55 PM

Fee Amt: \$56.00

NC Excise Tax: \$0.00

CHERYL D. CHRISMON

**EQUITY LINE OF CREDIT
NORTH CAROLINA DEED OF TRUST**

Tax Lot No. _____ Parcel Identifier No. _____

Verified by _____ County on the _____ day of _____, 20____

by _____

Mail after recording to State Employees' Credit Union ✓PO Drawer 25279, Raleigh, NC 27611

This instrument prepared by _____

Brief Description for the index _____

Michael J. Cassidy ✓THIS DEED of TRUST made this 26th day of August, 2016, by and between:**GRANTOR**Ronald E. Cassidy
(Divorced)**TRUSTEE**

Jerry M. Harmon

BENEFICIARY

State Employees' Credit Union

654 Chief Martin St

Madison, NC 27025

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.

THIS DEED OF TRUST SECURES AN EQUITY LINE OF CREDIT GOVERNED BY THE PROVISIONS OF ARTICLE 9, CHAPTER 45 OF THE NORTH CAROLINA GENERAL STATUTES. THE MAXIMUM PRINCIPAL AMOUNT WHICH MAY BE SECURED BY THIS INSTRUMENT AT ANY ONE TIME IS \$ 50,000.00.THE TERMS OF THE EQUITY LINE OF CREDIT OPEN END NOTE DATED 08/26/2016 WHICH IS SECURED BY THIS DEED OF TRUST ARE INCORPORATED HEREIN BY REFERENCE.Borrower's Initials: REC

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

See Exhibit A attached hereto

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

If the Grantor shall pay the Note 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 canceled of record at the request and the expense of the Grantor. If, however, there shall be any default (a) 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 ten (10) days from the due date, or (b) if there shall be default in any of the other covenants, terms or conditions of the Note secured hereby, or any failure or neglect to comply with the covenants, terms and conditions contained in this Deed of Trust or any other instrument securing the Note and such default is not cured within fifteen (15) days after written notice, then and in any of such events, without further notice, it shall be lawful for and the duty of the Trustee, upon request of the Beneficiary, to sell the land herein conveyed at public auction for cash, after having first given such notice of hearing as to commencement of foreclosure proceedings and obtained such findings or leave 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 resales 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 retains his commission, together with reasonable attorneys fees incurred by the Trustee in such proceeding, be applied to the costs 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

Borrower's Initials:

REC

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sale or the minimum sum of \$ 200.00, whichever is greater, for a completed foreclosure. In the event foreclosure is commenced, but not completed, the Grantor shall pay all expenses incurred by Trustee, including reasonable attorneys fees, and a partial 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 issues a notice of hearing on the right to foreclosure; 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 initial 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 companies and for such amounts, not less than that amount necessary to pay the sum secured by this Deed of Trust, and as may be satisfactory to the Beneficiary. Grantor shall purchase such insurance, pay all premiums therefor, and shall deliver to Beneficiary such policies along with evidence of premium payment as long as the Note secured hereby remains unpaid. If Grantor fails to purchase such insurance, pay premiums therefor or deliver said 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 so 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 improvements 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 reletting 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 securing said Note.

5. **WASTE.** The Grantor covenants that he will keep the Premises herein 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 their 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 alteration, 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 property hereinabove described is subject to the following exceptions:

8. **SUBSTITUTION OF TRUSTEE.** Grantor and Trustee covenant 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.

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 containing an option to purchase; (v) a transfer to a relative 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 a 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 intervivos 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 a majority interest in the Grantor if a corporation or partnership, whether or not of record and whether or not for consideration, shall be deemed to be the transfer of an interest in the Premises.

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 suit 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 reimburse Trustee or 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 marshalling 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 the Trustee or Beneficiary at any other time.

13. **CIVIL ACTION.** In the event that the Trustee is named as a party to any civil action as 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 bear interest at the rate provided in the Note for sums due after default.

14. **PRIOR LIENS.** Default under the terms of any instrument secured by a lien to which this Deed of Trust is subordinate shall constitute default hereunder.

15. **GOVERNING LAW; SEVERABILITY.** This Deed of Trust shall be governed by federal law and the laws of the State of North Carolina. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provisions. To this end the provisions of the Deed of Trust and the Note are declared to be severable.

16. **REPRESENTATIONS, WARRANTIES AND COVENANTS.** Grantor represents, warrants and covenants to the Beneficiary that: Neither Grantor nor, to the best of Grantor's knowledge, any other party has used, generated, released, discharged, stored, or disposed of any hazardous waste, toxic substances, or related material (cumulatively "Hazardous Material") in connection with the Property or transported any Hazardous Materials to or from the property. Grantor shall not commit or permit such actions to be taken in the future. The term "Hazardous Materials" shall mean any substance, material, or waste which is or becomes regulated by any governmental authority including, but not limited to, (i) petroleum; (ii) asbestos; (iii) polychlorinated biphenyls; (iv) those substances, materials, or wastes designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act or listed pursuant to Section 307 of the Clean Water Act or any amendments or replacements to these statutes; (v) those substances, materials, or wastes defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act or any amendments or replacements to that statute; or (vi) those substances, materials, or wastes defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, or any amendments or replacements to that statute.

17. NOTICE. Any notice or other communication to be provided under this Deed of Trust shall be in writing and sent to the parties at the addresses described in this Deed of Trust or such other address as the parties may designate in writing by notice hereunder from time to time.

18. OTHER TERMS.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal.

Ronald E. Cassidy (SEAL)
Ronald E. Cassidy

____ (SEAL)

____ (SEAL)

____ (SEAL)

SEAL-STAMP NORTH CAROLINA, Rockingham County.
I, a Notary Public of the County and state aforesaid, certify that _____
Ronald E. Cassidy Grantor,
personally appeared before me this day and acknowledged the execution of the
foregoing instrument. Witness my hand and official stamp or seal, this 26th
day of August, 2016.
My Commission expires: 10-12-2017

MICHAEL J. CASSIDY
NOTARY PUBLIC
STOKES COUNTY, NC
Commission Expires 10-12-2017

✓

✓

Michael J. Cassidy
Notary Public

Michael J. Cassidy
Printed Name of Notary Public

SEAL-STAMP NORTH CAROLINA, _____ County.
I, a Notary Public of the County and state aforesaid, certify that _____
____ Grantor,
personally appeared before me this day and acknowledged the execution of the
foregoing instrument. Witness my hand and official stamp or seal, this _____
day of _____, 20 _____.
My Commission expires: _____

Notary Public

Printed Name of Notary Public

Mortgage Loan Originator: Richard Joyner
State Employees' Credit Union, NMLS #: 430055

MLO #: 654596

Borrower's Initials: _____

Exhibit "A"

TO DEED OF TRUST FROM RONALD E. CASSIDY, DIVORCED TO JERRY M. HARMON, TRUSTEE FOR STATE EMPLOYEES' CREDIT UNION DATED AUGUST 26, 2016.

FIRST TRACT: "BEGINNING at an iron stake in the eastern right-of-way margin of Island Drive, said beginning point being the northwest corner of Lot No. 3, Section "J" of the MA-CA Subdivision; and running thence along the eastern right-of-way margin of said Island Drive, North 13 deg. 55 min. West 90.50 feet to an iron stake in the eastern right-of-way margin of Island Drive; thence North 20 deg. 48 min. West 9.50 feet to an iron stake, marking the southwest corner of Lot No. 5; thence along the dividing line between Lots No. 5 and 4, Section "J" of the MA-CA Subdivision, North 69 deg. 12 min. East 200 feet to an iron stake, marking the southeast corner of Lot No. 5; thence South 14 deg. 42 min. East 123.85 feet to an iron stake, marking the northeast corner of Lot No. 3; thence along the dividing line between Lots No. 3 and 4, South 76 deg. 05 min. West 200 feet to the point and place of Beginning, and being all of Lot No. 4, Section "J" of the MA-CA Subdivision, as will be found duly recorded in Map Book 12, at Page 25, Office of the Register of Deeds for Rockingham County, North Carolina."

SECOND TRACT: "BEGINNING at an iron stake in the eastern right-of-way margin of Island Drive, said iron stake being the northwest corner of Lot No. 4, Section "J" of the MA-CA Subdivision; and running thence along the eastern right-of-way margin of Island Drive, North 20 deg. 48 min. West 100 feet to an iron stake, marking the southwest corner of Lot No. 6; thence along the dividing line between Lots No. 5 and 6, North 69 deg. 12 min. East 200 feet to an iron stake, marking the southeast corner of Lot No. 6; thence South 20 deg. 48 min. East 100 feet to an iron stake, marking the northeast corner of Lot No. 4; thence along the dividing line between Lots No. 5 and 4, South 69 deg. 12 min. West 200 feet to the point and place of Beginning, and being all of Lot No. 5, Section "J" of the MA-CA Subdivision, as will be found duly recorded in Map Book 12, at Page 25, Office of the Register of Deeds for Rockingham County, North Carolina."

Being the identical tracts of land described in Book 691, at Page 957, Rockingham County Registry.

GRANTOR:

Ronald E. Cassidy