

BOOK 1512 PAGE 278 (9)

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Rockingham County, NC  
Amy Lee Simpson, Register of Deeds  
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CHERYL D. CHRISMON

DEED OF TRUST

✓      ✓  
This instrument prepared by and return to:

Carolina Farm Credit, ACA  
Wanda C Harris  
PO Box 105  
Browns Summit      NC      , 27214-  
Loan Number 007 025 05715263-10

STATE OF NORTH CAROLINA  
COUNTY OF Rockingham

THIS INDENTURE, made September 01, 2016 between Terry Lee Willard and his wife  
Ellen C Willard

\_\_\_\_\_ (hereinafter called Undersigned, whether Borrower or  
or others and whether one or more, and whether collectively or singularly);  
Walter J. COOK, JR.      , Trustee (hereinafter called Trustee),  
and Carolina Farm Credit, ACA  
a corporation organized and existing under the laws of the United States of America,  
(hereinafter called Lender); and

WITNESSETH, that in consideration of a loan or advances made by Lender to  
Terry Lee Willard and Ellen C Willard

\_\_\_\_\_ (hereinafter called Borrower, whether one or more), and the sum of One Dollar (\$1.00) paid to  
Undersigned at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged,  
and for the purpose of securing the payment of the loan to Borrower by Lender, Undersigned hereby grants,  
bargains, sells and conveys unto the Trustee, as herein named, its successors and assigns, the following described  
land:

(SET FORTH HEREINBELOW AND/OR ON SCHEDULE "A" ATTACHED HERETO AND MADE A PART  
HEREOF)

TO HAVE AND TO HOLD the said land with all and singular the rights, members and appurtenances thereunto  
belonging or anywise appertaining, to the only proper use and benefit of the Trustee, as herein named, his/her  
successors and assigns, forever, in fee simple. Undersigned acknowledges that Lender would be unwilling to  
extend or continue to extend the loans or advances secured hereby without the pledge provided hereby.

This conveyance is to be construed as a deed of trust, and not as a mortgage, and is made to secure (1) the performance of the covenants herein contained; (2) the payment of all Present Obligations (as defined below) extended by Lender to

Terry Lee Willard and Ellen C Willard

(hereinafter called Borrower, whether one or more), in the principal sum of Seventy Thousand Dollars And No Cents Dollars (\$ 70,000.00 ) as evidenced by the notes described below:

1	2	3	4	5
Original Principal (Face Amount)	Amount of Present Obligations Secured (Principal Outstanding)	Total Amount Committed to be Advanced (Includes Column 2)	Date of Note	When Due
70,000.00	70,000.00	70,000.00	09/01/2016	09/01/2017

same being made a part hereof to the same extent as if each were set forth herein, and all renewals, reamortizations, extensions, refinances, modifications or other rearrangements thereof, together with interest thereon as provided therein; (3) all additional loans and future advances that may subsequently be made to Borrower (or to any one or more of the parties designated as Undersigned or Borrower) by Lender, which may be evidenced by a note or notes, and all renewals, reamortizations, extensions, refinances, modifications or other rearrangements thereof, plus interest thereon, and when any payment is made on any indebtedness secured hereby, as described herein, fresh advances may be made, from time to time, so as to make this contract continuous in nature; such advances, if any, to be made solely at the option of the Lender; and (4) all other indebtedness of Borrower to Lender, now due or to become due (whether directly or indirectly) or hereafter to be contracted, and all renewals, reamortizations, extensions, refinances, modifications or other rearrangements thereof, plus interest thereon, attorneys' fees, court or foreclosure costs, including Trustee's commissions, and any advances and interest thereon, which advances are made for the protection of the security or title thereto, such as, but not limited to, advances for taxes and insurance premiums, all of which are secured by this deed of trust. For purposes hereof "Present Obligations" of Borrower shall mean the principal amounts currently outstanding, which may include amounts committed to be advanced, under the note(s) listed hereinabove.

It is further understood and agreed by all parties hereto that the execution by Borrower and the acceptance by Lender of any notes, renewal notes or other instruments, or the agreement by Lender to any reamortizations, extensions, renewals, refinances, modifications, or other rearrangements shall not be construed as payment of any indebtedness hereby secured (whether or not, among other changes in terms, the interest rate or rates remain the same and/or time for payment is thereby extended or lessened), and shall not discharge the lien of this deed of trust which is to remain in full force and effect until the total indebtedness secured hereby has been paid in full. All notes or other instruments contemplated in this paragraph shall remain uncanceled and in the possession of Lender, its successors and assigns until the total indebtedness hereby secured is paid in full.

Provided, however, the lien of this deed of trust shall not be terminated or otherwise affected during the period of this instrument from the date hereof by repayment in full, one or more times, of all indebtedness then outstanding, unless this instrument shall be formally released or discharged of record. If at any time during the period of said instrument from the date hereof, there be no indebtedness outstanding of Borrower to Lender, and no obligation of Lender to make any further advances to Borrower, Lender will, upon the written request of Borrower or Undersigned, execute and deliver to Undersigned a reconveyance or satisfaction of this instrument.



an area having special flood hazards including determination fees (of initial and subsequent determination as well as fees for monitoring the flood hazard status of the property during the life of the loan), together with the cost of premiums and fees incurred with purchasing flood insurance for Undersigned, if Undersigned fails to do so within the time period required by Lender. Any such fees, premiums or costs shall, in Lender's sole discretion, be due and payable on demand or as otherwise provided for in the promissory note(s) secured hereby or this deed of trust. At the option of Lender, insurance funds may be used for reconstruction or repair of the destroyed or damaged insured buildings and insurance funds not so used shall be applied on such part of the indebtedness secured hereby as Lender, in its sole discretion, may determine.

4. Undersigned will pay, when due and payable, all taxes, assessments and other charges that may be levied or assessed against said land, and all other amounts that may be or become a lien thereon. In the event Undersigned fails to pay, when due and payable, any such tax, assessment, charge or any other item which may or has become a lien on said land, Lender may, at its discretion, pay the same without notice to or consent from Undersigned but Lender shall be under no obligation to do so and the same will, at the option of Lender, be due and payable on demand of Lender or shall be deemed indebtedness secured hereby. Further, if required as a condition of any loan secured hereunder, Undersigned shall pay to Lender on the day installments are due, until the note is paid in full or any escrow requirement is otherwise waived in writing by Lender, a sum to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this instrument as a lien or encumbrance on the property; and (b) premiums for any and all insurance required by Lender. Such amounts required hereunder shall be determined in accordance with the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500) ("RESPA"). Upon payment in full of all sums secured by this instrument, or if any such escrow requirement is no longer required as a condition of any loan secured hereunder, Lender shall promptly refund to Undersigned any funds held by Lender under this escrow requirement.

5. Undersigned will keep in good order and condition, preserve, repair, rebuild and restore all terraces, buildings, groves, orchards, fences, fixtures, shrubbery and other improvements, of every kind and nature, now on said land and hereafter erected or placed thereon, and will not permit the change, injury or removal thereof, will not commit or permit waste on said land, and will not, except with the written consent of Lender, cut, use or remove, or permit the cutting, use or removal of, any timber or trees on said land for sawmill, turpentine or other uses or purposes, except for firewood and other ordinary farm purposes.

6. Undersigned covenants that he will not perform any act which might impair or tend to impair the continuation on the land herein described of all crop allotments and acreage allotments now established or hereafter established on any of the land herein described and hereby grants a lien on said allotments to Lender.

7. Undersigned covenants, warrants and represents that there are no oral or written leases affecting the within described land at the date of this instrument other than those set forth in written application for this loan or in any written amendment thereto and that Undersigned will not enter into any leases affecting the within described land or improvements thereon without the prior approval of Lender thereof.

8. That Undersigned hereby represents and warrants to Lender that there are no materials (hereinafter collectively called "Special Materials") presently located on or near the premises which, under Federal, state, or local law, statute, ordinance, regulation or standard or administrative or court order or decree or private agreement (hereinafter collectively called "Environmental Requirements"), requiring special handling in use, generation, collection, storage, treatment or disposal, or payment of costs associated with responding to the lawful directives of any court or agency of competent jurisdiction or for similar economic loss. Such Special Materials include those that violate any national or local contingency plan or the release or threatened release of which may violate or create liability under the Environmental Requirements. Such Special Materials also include (a) asbestos in any form, (b) urea formaldehyde foam insulation, (c) paint containing lead or (d) transformers or other equipment which contain dielectric fluid containing polychlorinated biphenyls (commonly referred to as "PCBs"). Undersigned further represents and warrants to Lender that the premises are not now being used nor have they ever been used in the past for the activities including the use, generation, collection, storage, treatment or disposal of any Special Materials, and in particular, without limiting the generality of the foregoing, the premises are not now being used nor have they ever been used in the past for a landfill, surface impoundment or other area for the treatment, storage or disposal of solid waste (including solid waste such as sludge). Undersigned will not place or permit to be placed any such Special Materials on or near the premises. Nothing herein shall be deemed to prohibit or restrict the use, collection, storage, treatment or disposal in a manner consistent with applicable Environmental Requirements, of insecticides, herbicides, or other pesticides, fertilizers or petroleum products (including gasoline, motor fuel, crankcase oil, heating oil) as part of the agricultural operations now or hereafter conducted by the Undersigned on the premises in a good and husbandlike manner. Undersigned further represents and warrants to Lender that there are no wells or septic tanks or other underground tanks (whether currently in use or abandoned-in-place) on the premises serving any other property and that there are no wells or septic tanks on other property serving the premises. If at any time it is determined that there are Special Materials located on the premises which under any Environmental Requirement require special handling in use, generation, collection, storage, treatment or disposal, Undersigned shall, within 30 days after having obtained actual knowledge thereof, take or cause to be taken, at Undersigned's sole expense, such actions as may be necessary to comply with all Environmental Requirements. If Undersigned shall fail to take such action, Lender may make advances or payments towards performance or satisfaction of the same but shall be under no obligation so to do; and all sums so advanced or paid, including all sums advanced or paid in connection with any judicial or administrative investigation or proceeding relating thereto, including, without limitation to the extent permitted by applicable law, reasonable attorneys' fees, fines or other penalty payments, shall be at once repayable by Undersigned and all sums so advanced or paid shall become a part of the indebtedness secured hereby. Failure of Undersigned to comply with all Environmental Requirements shall constitute and be a default under this instrument. Undersigned hereby agrees to indemnify and hold Lender harmless to the extent permitted by applicable law for all loss, liability, damage, cost and expenses, including

reasonable attorneys' fees, for failure of the premises to comply in all respects with the Environmental Requirements or a breach by Undersigned of any representation, warranty or agreement herein. THE COVENANTS, AGREEMENTS, REPRESENTATIONS, WARRANTIES AND INDEMNITIES OF UNDERSIGNED CONTAINED IN THIS PARAGRAPH SHALL SURVIVE THE OCCURRENCE OF ANY EVENT WHATSOEVER, INCLUDING BUT NOT LIMITED TO, THE PAYOFF OF THE NOTE(S) SECURED HEREBY, THE RELEASE OR FORECLOSURE OF THIS INSTRUMENT, OR THE ACCEPTANCE BY THE LENDER OF A DEED IN LIEU OF FORECLOSURE.

9. Borrower (or any of them to the extent of their respective obligations) will pay, when due and payable, all amounts secured hereby. Time is of the essence of the said note(s) and any subsequent note(s) secured hereby, and of this instrument. If Undersigned or Borrower fails to comply with any covenant, condition or agreement in this instrument or any notes or other evidence of indebtedness, or in any reamortizations, renewals, deferments, extensions or any other written agreement between the Borrower and the Lender, Lender may, at its option, exercise any one or more of the following rights, powers, privileges, and remedies:

- a) Perform the covenants in this instrument, and in any notes or other evidence of indebtedness hereby secured and all amounts advanced by Lender in so doing shall be due and payable by Borrower to Lender immediately without notice, and shall be secured by this instrument, and may, at the sole discretion of Lender, bear interest from the date of advance by Lender at the highest rate provided in any note or other instrument secured hereby.
  - b) Declare any or all amounts and/or obligations secured by this instrument immediately due and payable without notice.
  - c) Have this deed of trust forthwith foreclosed for the whole amount of said sum, interest and costs, and on the application of Lender, its successors or assigns, it shall be lawful for and the duty of Trustee or his duly authorized agent, with notice of hearing and sale as provided by Chapter 45 of the General Statutes of North Carolina at the time of said declaration of the full debt being immediately due and payable, at such time and place as provided in the notice of sale, to expose said lands at public sale to the highest bidder for cash and to convey said lands to the purchaser at said sale. At such sale Lender shall have the right to bid and become the purchaser of the property sold. The successful bidder shall make a deposit of ten percent (10%) of the successful bid at the time of sale; provided, the Trustee may waive this requirement.
10. Trustee shall apply the proceeds of any sale made under authority granted herein against the following:
- a) All costs of said sale, including the charges for advertising and a reasonable commission not to exceed five percent (5%) of the amount for which the property is sold, as compensation for the services of the Trustee;
  - b) All taxes, claims, charges, liens, assessments, judgments and costs of maintenance and repair advanced by Lender under the terms of this instrument, with interest thereon as herein set out;
  - c) All taxes on, or which are liens against, and all claims and charges against the property, outstanding, unpaid and payable, if sale is not made subject thereto;
  - d) The principal and interest of the original indebtedness and all subsequent indebtedness hereby secured;
  - e) The remainder, if any, of the proceeds of sale shall be paid to Undersigned, or as otherwise provided by law. If the proceeds of any such sale shall not be sufficient to pay the total indebtedness hereby secured, with all Trustee's commissions, expenses, costs, taxes, charges, claims, assessments, liens, judgments, repairs and maintenance, as herein set out, Borrower shall be liable to Lender for the balance due after the application of the proceeds of the sale as herein provided, and may be sued for such balance in any court having jurisdiction.

11. If 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 Trustee, if a licensed attorney, to represent Trustee in said action and reasonable attorneys' fees shall be paid by Lender and added to the principal of the note or notes secured hereby and bear interest at the highest current rate provided in any note.

12. If Borrower shall pay all installments of principal and interest as set forth in the said note and in any subsequent note or notes and/or other payment evidence of indebtedness secured hereby and in this deed of trust and shall comply with all of the terms, covenants and conditions hereof, then this deed of trust shall become null and void.

13. The term "land" as used in this instrument includes all trees, timber, shrubbery, fixtures, and improvements now and hereafter on the land described in this instrument. Any agent or representative of Lender may enter upon said land at any time for any purpose desired by Lender.

14. Accounting procedures employed by Lender are for its internal record keeping and shall not be interpretive of the legal rights and duties of the parties.

15. As a condition hereof and as part of the consideration for the Present Obligations and any future advances secured hereby, all amounts that may hereafter be awarded for condemnation of and tortious injury to any of the land herein described are hereby assigned and shall be payable unto Lender for application, after payment therefrom of attorneys' fees and expenses incurred in connection therewith, on such part of the total indebtedness secured hereby as Lender may determine, with no duty on Lender to collect same.

16. As a condition hereof and as part of the consideration for the Present Obligations and any future advances secured hereby, all rents, royalties, profits, and any other income accruing from the land and/or improvements herein described upon and during default under this instrument or the said note are hereby assigned and shall be payable unto Lender for application upon such part of the total indebtedness secured by this instrument as Lender may determine, with the right in, but no duty upon, Lender to collect same. Lender shall have the right, exercisable at its discretion so long as this deed of trust is in force and effect, to demand in writing the assignment of and transfer to Lender, its successors and assigns, and Undersigned hereby agrees to so assign and transfer, any and all rents, profits, royalties, income or other consideration to be paid or accruing to Undersigned from any oil, natural gas, mineral, timber, leasehold or other interest of any kind and nature whatsoever, derived from, connected with or affecting the within described real property but not otherwise subject to, conveyed and/or secured by this deed of trust, with the right, but no duty, upon Lender, its successors or assigns to collect same.

17. As a condition hereof and as part of the consideration for the present loan and any future advance secured hereby, Undersigned hereby waives and renounces for himself, his heirs, administrators or executors, successors, and assigns, all rights that now exist, or that may hereafter exist, under the laws of the State of North Carolina, in the event of suit against Borrower for any deficiency in the debt hereby secured, after foreclosure sale by the Trustee, or otherwise of the land herein described, to show as defense or setoffs the alleged fair worth of said land; the Borrower agrees to pay the full amount of the total indebtedness secured at any time by this deed of trust, and the full amount of any deficiency therein that may be established by the foreclosure sale of the land herein described, without defense or set-off on account of the alleged fair worth of said land.

18. If the Trustee or his successor(s) shall die, resign, become mentally or physically incompetent or otherwise disqualified, refuse to act, or if a new Trustee is desired by Lender or its successor(s) or assigns, Lender, or its successor(s) or assigns, shall have the right, by paper writing duly executed and registered, to name and appoint another Trustee in the place and stead of the Trustee herein named and appointed, which new Trustee shall have all the duties, rights, powers and privileges of the original Trustee, and the expense of such paper writing and registration shall be paid by Borrower immediately upon demand, and if not so paid, same may be advanced by Lender, its successor(s) or assigns, and shall become a part of the indebtedness secured hereby and may bear interest at the highest rate provided in any note or other instrument secured hereby.

19. As a condition hereof and as part of the consideration for the Present Obligations and any future advances secured hereby, all obligations, assignments, releases of real property and/or personal liability, reamortizations, renewals, deferments, extensions or any other agreement, in writing, made or entered into with Lender by any one or more of the Borrowers, by any party or parties obligated (primarily or otherwise) to pay any or all of the indebtedness secured hereby, or by any party or parties who have given security of any kind for any or all of the indebtedness secured hereby are hereby authorized and consented to by Borrower and Undersigned and shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the Borrower and Undersigned.

20. As a condition hereof and as part of the consideration for the Present Obligations and any future advances secured hereby, if conveyance, transfer, or other disposition should be made, voluntarily or involuntarily, of the property herein described, or any part thereof, without the written consent of the Lender, then and in that event, and at the option of the Lender and without notice to the Borrower or Undersigned, all sums of money secured hereby shall immediately and concurrently with such conveyance become due and payable and in default whether the same are so due and payable and in default by the specific terms hereof or not.

21. A default under this instrument or under any other instrument heretofore or hereafter executed by Undersigned or Borrower (or any one or more of them) to Lender or for the benefit of Lender, shall at the option of Lender constitute a default under any one or more or all instruments executed by Undersigned or Borrower (or any one or more of them) to Lender, or for Lender's benefit.

22. An event of default under this instrument will occur if any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce or to make possible the production of an agricultural commodity, as further explained in 7 CFR Part 1940, Subpart G, Exhibit M. Upon default, the entire indebtedness secured hereby shall, at the option of the Lender, become immediately due and payable with interest thereon at the billing rate then in effect without notice, and this instrument may be foreclosed accordingly.

23. All rights, powers, privileges, options and remedies conferred upon and given to Lender are cumulative of all other remedies and rights allowed by law, and may be pursued concurrently, and shall extend to and may be exercised and enjoyed by the successors and assigns of Lender, and by any agent, officer, attorney or representative of Lender, its successors or assigns. All obligations and undertakings of and assignments by Undersigned or Borrower and/or any other parties hereto or hereunder shall extend to and be binding upon heirs, executors, administrators, successors and assigns of Undersigned and/or Borrower, and/or any other parties.

THIS DEED IS EXECUTED BY THE BORROWER IN FAVOR OF, AND THE TERM "LENDER" AS USED HEREIN SHALL INCLUDE, Carolina Farm Credit, ACA AND/OR AS AGENT/NOMINEE FOR ANY PARTY PURSUANT TO A MASTER AGREEMENT AMONG IT AND ITS WHOLLY-OWNED SUBSIDIARIES Carolina Farm Credit, FLCA AND Carolina Farm Credit, PCA, AS THEIR INTERESTS MAY APPEAR.

IN TESTIMONY WHEREOF, the Undersigned has duly executed the foregoing instrument, the day and year first above written.

Signed, Sealed and Delivered in the presence of:

WITNESS: \_\_\_\_\_

WITNESS: \_\_\_\_\_

Undersigned:

  
Terry Lee Willard

\_\_\_\_\_ (SEAL)

  
Ellen C Willard

\_\_\_\_\_ (SEAL)

\_\_\_\_\_ (SEAL)

\_\_\_\_\_ (SEAL)

\_\_\_\_\_ (SEAL)

\_\_\_\_\_ (SEAL)

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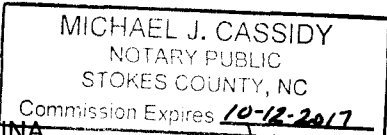
Carolina Farm Credit, ACA    NMLS ID# 410620  
Wanda C Harris    NMLS ID# 688691

STATE OF NORTH CAROLINA )  
COUNTY OF ROCKINGHAM )

ACKNOWLEDGEMENT BY INDIVIDUAL

I, Michael J. Cassidy, being duly  
authorized to take acknowledgements of deeds, etc. in North Carolina, do hereby certify that Terry Lee  
Willard and his wife, Ellen C. Willard  
personally appeared before me this day and  
acknowledged the due execution of the foregoing instrument.  
WITNESS my hand and official seal this 1st. day of September, 2016 .

(Official Seal)  
My commission expires: 10-12-2017



Michael J Cassidy  
Signature of Officer  
Notary Public  
Title of Officer

STATE OF NORTH CAROLINA )  
COUNTY OF )

ACKNOWLEDGEMENT BY INDIVIDUAL

I, \_\_\_\_\_, being duly  
authorized to take acknowledgements of deeds, etc. in North Carolina, do hereby certify that \_\_\_\_\_  
personally appeared before me this day and  
acknowledged the due execution of the foregoing instrument.  
WITNESS my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ .

(Official Seal)  
My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Signature of Officer  
\_\_\_\_\_  
Title of Officer

STATE OF NORTH CAROLINA )  
COUNTY OF )

ACKNOWLEDGEMENT BY CORPORATION

I, \_\_\_\_\_, certify that \_\_\_\_\_  
personally came before me this day and  
acknowledged that he/she is \_\_\_\_\_,  
a corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was  
signed in its name by its \_\_\_\_\_, sealed with its corporate seal, and attested by him(her)  
self as its \_\_\_\_\_.  
WITNESS my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ .

(Official Seal)  
My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Signature of Officer  
\_\_\_\_\_  
Title of Officer

STATE OF NORTH CAROLINA )  
COUNTY OF )

The foregoing certificate(s) of

is (are) certified to be correct. This instrument was presented for registration this day and hour and duly recorded in  
the office of the Registrar of Deeds of \_\_\_\_\_ County, NC in  
Book \_\_\_\_\_ Page \_\_\_\_\_  
This \_\_\_\_\_ day of \_\_\_\_\_, A.D., \_\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_\_\_ M.

By: \_\_\_\_\_  
Registrar of deeds  
Recorded and verified: Deputy/Assistant Registrar of Deeds

STATE OF NORTH CAROLINA )  
COUNTY OF )

I HEREBY CERTIFY that the within instrument was filed and lodged for record in my office at  
\_\_\_\_\_ M o'clock on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and duly recorded  
in Book \_\_\_\_\_ at Page \_\_\_\_\_ .



## EXHIBIT "A"

TO DEED OF TRUST FROM TERRY LEE WILLARD AND HIS WIFE, ELLEN C. WILLARD TO WALTER J. COOK, JR., TRUSTEE FOR CAROLINA FARM CREDIT, ACA DATED SEPTEMBER 1, 2016.

Beginning at a stone the north west corner of the herein described property, Middletons south west corner in Marshalls line, and running thence S 87 deg. 00' E. 735.27 feet to an iron pipe driven by a 10" white Oak Tree marked as side line in the north line of the H. L. Foulks 75.00 acre tract, said point being in a hollow, thence down said hollow and branch in a south east direction as it meanders S. 10 deg. 50' E. 143.0 feet to an iron pipe, continuing with said hollow S. 35 deg. 45' E. 435.4 feet to an iron pipe, in said hollow, thence still continuing with said hollow, S. 29 deg. 55' E. 189.06 feet to a 20" maple tree on the bank of hollow and branch, thence with branch S. 38 deg. 13' E. 349.8 feet to a 12" poplar tree thence with branch S. 18 deg. 06' E. 344.71 feet to a 24" beech tree east bank branch, thence S. 19 deg. 19' E. 103.00 feet to 20" beech tree on north hillside above forks of branch, in F. M. Knight line, thence with said Knights line N. 87 deg. 00' W. 1510.0 feet to a stone in J. A. Marshalls line, thence with said Marshalls line N. 2 deg. 30' E. 1320.0 feet to point of BEGINNING containing 35.6 acres, more or less. The above described property being the western half of the H. L. Foulks 75.00 acre tract as recorded in Deed Book 382, page 181, Office of the Register of Deeds of Rockingham County, North Carolina.

For further reference, see Deed to J. P. Foulks and wife, Gertrude M. Foulks dated November 4, 1953, and recorded in Deed Book 442, at page 201, Rockingham County Registry.

ALSO CONVEYED is a thirty foot (30') roadway easement for ingress, egress, and regress to N.C.S.R. 1120 (Simpson Road) which is reserved along the western boundary line of the land now owned by Timothy V. Marshall and wife, Susan Marshall, and described in Deed Book 1151, at page 1140, Rockingham County Registry. This easement shall be appurtenant to and run with the 35.6 acre tract.

GRANTOR:

