

WAKE COUNTY, NC 1
TAMMY L. BRUNNER
REGISTER OF DEEDS
PRESENTED & RECORDED ON
01/02/2024 09:42:09

BOOK:019511 PAGE:00420 - 00427

DEED OF TRUST

SATISFACTION: The Obligations (as defined below) secured by the within Deed of Trust have been satisfied in full.

This the _____ day of _____, 20____

Signed: _____
Trustee

Parcel Identifier No. _____ Verified by _____ County on the
____ day of _____, 20__

By: _____

After Recording Mail to:

Lexington National Insurance Corporation
P.O. Box 6098
Lutherville, Maryland 21094

This instrument was prepared by:
Lexington National Insurance Corporation
P.O. Box 6098
Lutherville, Maryland 21094

Brief description for the Index:

THIS DEED of TRUST made this _____ 26th _____ day of _____ December _____,
20 23 _____, by and between:

| GRANTOR | TRUSTEE | BENEFICIARY |
|---|---|---|
| Michael McWhorter Ramona McWhorter 109 Foxbury Drive Garner, NC 27529-3961 | Ronald A. Frank and/or Lisa R. Slater P.O. Box 6098 Lutherville, Maryland 20194 | Lexington National Insurance Corp. a Florida Corporation P.O. Box 6098 Lutherville, Maryland 21094 |

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 such parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine, or neuter as required by context. The liability of Grantor, if more than one, shall be joint and several.

WITNESSETH, That whereas to secure performance of each agreement of Grantor herein contained and securing payment to Beneficiary of (a) all monies due to Beneficiary pursuant to the Bail Bond Application and Agreement and the Indemnitor Application and Agreement, executed and delivered by Grantor on or about the date of this Deed of Trust (individually or collectively, the "**Agreements**"), (b) all losses, damages, attorneys' fees, investigation fees, forfeitures, judgments, court assessments, and liabilities suffered, sustained, or incurred by Beneficiary arising out of or relating to one or more bail bonds posted on behalf of defendant Kobe Alexander Scott in the amount of \$ 400,000.00 in the case of The State of North Carolina v. Kobe Alexander Scott ("**Action**"), Power Number(s) (if known) 2024-GG-000258, and (c) on account of or related to the execution of any other bail bond executed or posted by or for Beneficiary in connection with or related to the Action or Agreements (all of the foregoing items described in clauses (a) through (c) above sometimes referred to collectively in this Deed of Trust as the "**Obligations**"), and for other valuable consideration, the receipt of which is hereby acknowledged, Grantor has bargained, sold, given, and conveyed and does by these presents bargain, sell, give, grant, and convey to Trustee, his/her heirs, or successors, and assigns, the parcel(s) of land situated in the City of Garner, St. Marys Township, Wake County, North Carolina ("**Premises**") and more particularly described as follows:

Legal Description: LO3 SOUTH CREEK SUB PH1 BM1999-1203

PIN# 1710810693

Book 13684

Page 1232

Deed Date 8/31/2009

With a Situs Address of: 109 Foxbury Drive

Garner, NC 27529-3961

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

If Grantor shall pay and perform the Obligations secured hereby in accordance with their terms, 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 Grantor.

If, however, there shall be any default (a) in the payment of any Obligations or any sums due under this Deed of Trust and such default is not cured within 10 days from the due date, or (b) if there shall be default in any of the other covenants, terms, or conditions of the Obligations secured hereby, or any failure or neglect to comply with the covenants, terms, or conditions contained in this Deed of Trust and such default is not cured within 15 days after written notice, then and in any of such events, without further notice, it shall be lawful for and the duty of Trustee, upon request of Beneficiary, to sell the Premises at public auction for cash, after having first giving 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 re-sales 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 Trustee is empowered. Trustee shall be authorized to retain an attorney to represent Trustee in such proceedings.

The proceeds of the sale shall after Trustee retains Trustee commission, together with reasonable attorneys' fees incurred by Trustee in such proceedings, 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 Obligations hereby secured and advancements and other sums expended by Beneficiary according to the provisions hereof and otherwise as required by the then existing law relating to foreclosures. Trustee's commission shall be 5% of the gross proceeds of the sale or the minimum sum of \$1,000, whichever is greater, for a completed foreclosure. If foreclosure is commenced, but not completed, Grantor shall pay all expenses incurred by Trustee, including reasonable attorneys' fees, and a partial commission computed on 5% of the outstanding amount of the Obligations or the above stated minimum sum, whichever is greater, in accordance with the following schedule, to-wit: one-fourth ($\frac{1}{4}$) thereof before Trustee issues a notice of hearing on the right to foreclosure; one-half ($\frac{1}{2}$) thereof after issuance of such notice, three-fourths ($\frac{3}{4}$) thereof after such hearing; and the greater of the full commission or minimum sum after the initial sale.

And Grantor does hereby covenant and agree with Trustee as follows:

1. **INSURANCE.** Grantor shall keep all improvements on the Premises, now or hereafter erected, constantly insured for the benefit of 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 amount of the Obligations secured by this Deed of Trust, and as may be satisfactory to Beneficiary. Grantor shall purchase such insurance, pay all premiums therefor, and shall deliver to Beneficiary such policies along with evidence of premium payments as long as the Obligations secured hereby remain unpaid. If Grantor fails to purchase such insurance, pay premiums therefor, or deliver such policies along with evidence of payment of premiums thereon, then Beneficiary, at its option, may purchase such insurance. Such amounts paid by Beneficiary shall be added to the amount of the Obligations, 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 Obligations secured hereby or to the repair or reconstruction of any improvements located upon the Premises.

2. **TAXES, ASSESSMENTS, CHARGES.** Grantor shall pay all taxes, assessments, and charges as may be lawfully levied against the Premises within 30 days after the same shall become due. If Grantor fails to so pay all taxes, assessments, and charges as herein required, then Beneficiary, at its option, may pay the same and the amounts so paid shall be added to the Obligations 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 Premises, and authorizes Beneficiary to enter upon and take possession of the Premises, 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 Obligations secured hereby.

4. **PARTIAL RELEASE.** Grantor shall not be entitled to the partial release of any of the Premises unless a specific provision providing therefor is included in this Deed of Trust. 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 Agreements, this Deed of Trust, and any other instrument that may be securing the Obligations.

5. **WASTE.** Grantor covenants that it will keep the Premises 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 Grantor will not commit or permit any waste.

6. **CONDEMNATION.** If 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 Obligations due hereunder or to any alteration, repair, or restoration of the Premises by Grantor.

7. **WARRANTIES.** Grantor covenants with Trustee and Beneficiary that Grantor 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 Grantor will warrant and defend the title against the lawful claims of all persons whomsoever, except for the exceptions hereinafter stated. Title to the Premises is subject to matters appearing of record as of the date hereof.

8. **SUBSTITUTION OF TRUSTEE.** Grantor and Trustee agree with Beneficiary that in case Trustee, or any successor trustee, shall die, become incapable of acting, renounce Trustee's trust, or for any reason Beneficiary desires to replace Trustee, then Beneficiary may appoint, in writing, a trustee to take the place of Trustee; and upon the probate and registration of the same, the trustee thus appointed shall succeed to all rights, powers, and duties of 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 voluntary or involuntarily or by operation of law other than: (i) the creation of a lien or other encumbrance subordinate to this Deed of Trust that does not relate to a transfer of rights or 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) a transfer to a relative resulting from the death of a Grantor; (v) a transfer where the spouse or children of Grantor become the owner of the Premises; (vi) a transfer resulting from a decree of dissolution of marriage, legal separation agreement, or from an incidental property/settlement agreement, by which the spouse of Grantor becomes an owner of the Premises; (vii) a transfer into an inter vivos trust in which Grantor is and remains a beneficiary and that 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 Obligations 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 Grantor if a corporation or partnership, regardless of whether of record and regardless of whether 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 of the Agreements, Beneficiary may, but without obligation, make advances to perform such covenants or obligations, and all such sums so advanced shall be added to the Obligations, shall bear interest at 10% per annum (but in no event higher than the highest rate allowed by law) for sums due after default and shall be due from Grantor on demand of 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 Trustee or Beneficiary or if any suit or proceeding be brought that 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 (including, but not limited to, reasonable attorneys' fees) and any sums expended by Trustee or Beneficiary shall bear interest as provided above for sums due after default and shall be due and payable on demand.

12. **WAIVERS.** Grantor waives all rights to require marshaling of assets by Trustee or Beneficiary. No delay or omission of Trustee or Beneficiary in the exercise of any right, power, or remedy arising under 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 Trustee or Beneficiary at any other time.

13. **CIVIL ACTION.** If Trustee is named as a party to any civil action as Trustee in this Deed of Trust, Trustee shall be entitled to employ an attorney at law, including himself if he is a licensed attorney, to represent Trustee in such action and the reasonable attorneys' fee of Trustee in such action shall be paid by Beneficiary and added to the Obligations secured by this Deed of Trust and bear interest at the rate provided above 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.

IN WITNESS WHEREOF, Grantor has duly executed the foregoing as of the day and year first above written.

WITNESS:

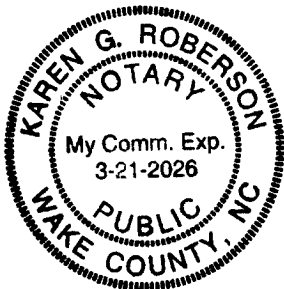
GRANTOR:

Michael G. McWhorter (SEAL)
Name: MICHAEL G. McWhorter

Ramona McWhorter (SEAL)
Name: Ramona McWhorter

[if Grantor is married, husband and wife must sign]

SEAL-STAMP



USE BLACK INK ONLY

State of North Carolina - County of Wake

I, the undersigned Notary Public of the County and State aforesaid, certify that Michael and Ramona McWhorter 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 stamp-seal this 26th day of December, 2023.

My Commission Expires: 3/21/2026

Notary Public

State of North Carolina - County of _____

I, the undersigned Notary Public of the County and State aforesaid, certify that _____ personally appeared before me this day and acknowledged that he is the _____ of _____ a North Carolina or _____ corporation/limited liability company/general partnership/limited partnership (strike through the inapplicable) and that by authority duly given and as the act of each entity, _____ signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal this _____ day of _____, 20____.

My Commission Expires: _____

Notary Public

State of North Carolina - County of _____

I, the undersigned Notary Public of the County and State aforesaid, certify that _____

Witness my hand and Notarial stamp-seal this _____ day of _____, 20____.

My Commission Expires: _____

Notary Public

The foregoing Certificate(s) of _____ is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

_____ Register of Deeds for _____ County.

By: _____ Deputy/Assistant - Register of Deeds



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Please retain yellow trailer page

It is part of the recorded document and must be submitted with the original for re-recording.

Tammy L. Brunner
Register of Deeds
Wake County Justice Center
300 South Salisbury Street, Suite 1700
Raleigh, NC 27601

☐ New Time Stamp

☒ \$25 Non-Standard Fee

☐ Additional Document Fee

☐ Additional Reference Fee

This Customer Group

_____ # of Excessive Entities

_____ # of Time Stamps Needed

This Document

_____ 8 # of Pages