

the part 100 of the third part may declare the whole of the debt and interest and all other moneys then owing from the said party Y of the first part to the said part 100 of the third part, secured by this Deed of Trust, instantly due and payable, and it shall be the duty of the said party of the second part, and he is hereby AUTHORIZED AND EMPOWERED to sell said land with all and every appurtenances thereunto belonging, at the Court House door in the City of Hendersonville, in the County of Henderson, and State of North Carolina, by public auction, FOR CASH, having first given notice of such sale, once each week for four consecutive weeks, in some newspaper published in the County of Henderson, in said State, and to convey said land to the purchaser and heirs in fee simple, and apply the proceeds of said sale to the discharge of said debt and interest on the same, and to the payment of the expenses of this trust, including five per cent commission to the Trustee, and of any other moneys then owing from the said part Y of the first part to the said part 100 of the third part, and secured by this Deed of Trust, any surplus to be paid to the said part Y of the first part.

And the said party Y of the first part promise S to and agree S with the other parties hereto to pay all taxes on said land within the time prescribed by law for the payment thereof, and to keep the buildings erected and to be erected on said land insured

against loss by fire in at least the sum of NONE Dollars, and by insurers approved by the said part 100 of the third part, and assign the policies and certificates thereof to the said part Y of the third part, with standard mortgage clause attached making loss, if any, payable for application on the indebtedness hereby secured, to be held as additional security for the moneys secured by this Deed of Trust. And in case said part Y of the first part shall fail to pay said taxes or to effect said insurance as aforesaid, the said part 100 of the third part, or the holder of said note Y, may pay said taxes and effect said insurance, and the sum so paid for taxes and for effecting said insurance shall be added to the principal of said debt, and shall become immediately due and payable, and shall be secured by these presents, and shall draw the same interest and be collected in the same manner as the money and interest mentioned in said note Y. PROVIDED, HOWEVER, that the authority and power herein given to pay said taxes and effect said insurance or the exercise of such power and authority shall in no way prevent the moneys of every description secured by this Deed of Trust from becoming due upon the conditions and terms hereinbefore provided.

IN WITNESS WHEREOF, the said party Y of the first part ha S hereunto set his hand and seal this the day and year first above written.

SIGNED, SEALED and DELIVERED
IN THE PRESENCE OF:

David Lawrence Dethero (SEAL)
David Lawrence Dethero

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

W B W Howe
Dorothy J Gibbs

STATE OF NORTH CAROLINA COUNTY OF HENDERSON

I, Dorothy J Gibbs, Notary Public of the County of Henderson

and State of North Carolina, do hereby certify that

DAVID LAWRENCE DETHERO

personally appeared before me this day and acknowledged the due execution by him of the foregoing Deed of Trust.

WITNESS my hand and notarial seal, this 31st day of August A. D. 19 71.

My commission expires January 6, 1975 Dorothy J Gibbs Notary Public.

STATE OF NORTH CAROLINA

PROBATE

COUNTY OF HENDERSON

Personally appeared before me, W. B. W. Howe and made oath that he (saw) saw the within named Grantor, DAVID LAWRENCE DETHERO, sign, seal and as his act and deed, deliver the within written deed, and that he (saw) with Dorothy J Gibbs witnessed the execution thereof.

SWORN TO BEFORE ME

THIS THE 31st DAY OF

August, 1971.

W B W Howe
Signature of Witness

Dorothy J Gibbs
Notary Public, Henderson County, N. C.

My commission expires: 1-6-75