

Prepared by: Katherine Gordon  
Allegacy Federal Credit Union  
P.O. Box 1456  
Winston-Salem, NC 27102

FORSYTH CO, NC 99 FEE: \$ 20.00  
PRESENTED & RECORDED: 02/21/2001 12:41PM  
DICKIE C. WOOD REGISTER OF DEEDS BY: SINKJW  
EK2156 P1801 - P1805

657080-17

**DEED OF TRUST**

THIS DEED OF TRUST is made this 20 day of February,  
2001, among the Grantor, Michael H. Dayberry (Divorced)  
(herein "Borrower"),  
Blanco Tackabery Combs & Matamoros, P.A. (herein "Trustee"), and the Beneficiary,  
Allegacy Federal Credit Union, a corporation organized and  
existing under the laws of the United States of America  
whose address is P.O. Box 1456, Winston-Salem NC 27102-1456  
(herein "Lender").

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee and Trustee's successors and assigns, in trust, with power of sale, the following described property located in the County of Forsyth, State of North Carolina:

See attached Exhibit "A" for complete property description. Said Exhibit "A" is incorporated herein by reference as if fully set out hereon.  
~~Return cancelled~~  
document to:

ew  
Allegacy Fed

This instrument has been cancelled of record  
DICKIE C. WOOD, REGISTER OF DEEDS

PAID 5-7-2004  
ALLEGACY FEDERAL CREDIT UNION  
BY: [Signature]  
DARRYL G. WORRELL, SENIOR VP OF OPERATIONS

Lender waives escrow payments of taxes, insurance premiums, assessments and ground rents on the Property ("Charges") so long as Borrower makes direct payment of such Charges as they become due.

which has the address of 1011 Applegate Court Kemersville, NC  
(Street) (City/State)  
27284 (herein "Property Address");  
(Zip Code)

TO HAVE AND TO HOLD unto Trustee and Trustee's successors and assigns, forever, together with all the improvements on or hereafter erected on the property, and all easements, rights, appurtenances and rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), all of which shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are hereinafter referred to as the "Property";

TO SECURE to Lender the repayment of the indebtedness evidenced by Borrower's note dated February 20, 2001 and extensions and renewals thereof (herein "Note"), in the principal sum of U.S. \$ 53,500.00, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on March 1, 2016; the payment of all other sums with interest thereon, advanced in accordance herewith to protect the security of the Deed of Borrower herein contained.

Borrower covenants that Borrower is lawful grant and convey the Property, and that the Borrower covenants that Borrower warrants and demands, subject to encumbrances of record.

UNIFORM COVENANTS. Borrower and Lender  
1. Payment of Principal and Interest.  
interest indebtedness evidenced by the Note and

2004044814 00026

The original of this instrument with the notes or bonds secured thereby having this day been exhibited to the undersigned marked paid and satisfied as required by law, the same is hereby cancelled of record by virtue of authority contained in Section 45-27 of the General Statutes of N.C.

This 06-25-2004  
DICKIE C WOOD, Register of Deeds  
By: Pamela Watson  
PAMELA WATSON, DPT

S BK 136 P 2870  
BK RE2156 P1801