

UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF NORTH CAROLINA
BRYSON CITY DIVISION

FILED
ASHEVILLE,

95 MAY 31 AM

U. S. DISTRICT C

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2. in order for the plaintiff to recover the defendant's unjust enrichment, a constructive trust for \$85,000 is imposed for plaintiff's benefit on the promissory note from Ms. Cope and on the deed of trust on the COT property under which the defendant and his wife are beneficiaries; and

3. to effectuate the constructive trust and for a stay of execution pending appeal, it is FURTHER ORDERED that:

a. within 15 days of the

indicate whether any payments are past due and will payments in advance of net current mortgage statement.

judgment in favor of the plaintiff is upheld, the Clerk shall deliver the note and any

payments from Ms. Cope to the plaintiff, and the plaintiff shall return to the defendant

the amount by which the principal balance of the promissory note, at the time of the

entry of this order, exceeds \$85,000. If the defendant prevails on appeal, the Clerk

shall retain the note and payments from Ms. Cope pending further brief to the

Court;

4. the defendant is ordered to turn over to the Clerk any payments on the

note he receives from Ms. Cope.

* * MAILING CERTIFICATE OF CLERK * *

Re: 2:95-