

DEED OF TRUST  
Mail: General Electric Credit Corp of Georgia, P.O. Box 25927  
NORTH CAROLINA, Forsyth COUNTY Charlotte, N.C. 28212  
3-23-74

THIS INDENTURE, Entered into this 31st day of July, 1974, by and between

Frank Grier and Cora Grier  
of Forsyth County, first party Warren Blair Trustee, second party,  
and A & A Discount Center, Inc. 122 S. Walnut Circle, Greensboro, N. C., third party.

WITNESSETH, that whereas the first party is indebted to third party in the total sum of

Four thousand three hundred thirty three and 20/100 DOLLARS,  
for which said first party has executed and caused to be executed one or more notes of even date herewith for said amount, which  
note (or notes) is (are) payable in 60 installments of equal amounts, except the last, which is the

same or of a lesser amount, beginning August 15, 1974, with interest after maturity at the highest lawful  
rate, and it has been agreed that the payment of said debt shall be secured by the conveyance of the land hereinafter described:

NOW, THEREFORE, in consideration of the sum of \$1.00 to the first party, paid by the second party, said first party has  
bargained, sold, given, granted and conveyed, and by these presents does bargain, sell, give, grant and convey to the said second  
party

and his heirs and assigns, that tract of land in Township, Forsyth County,  
described as follows:

Being known and designated as Lot #12 as shown on the map of Congress Heights as  
recorded in Plat Book 3, Page 68 in the Office of the Register of Deeds of Forsyth  
County, N. C., to which map reference is hereby made for a more particular description  
of said property.

BOOK 1132P1236

TO HAVE AND TO HOLD said land and premises, with all the rights, privileges and appurtenances thereunto belonging, to the second party and his heirs and assigns, upon the trust and for the uses and purposes following:

If the said first party shall fail to make any payment hereinbefore specified at the due date thereof, then all remaining installments shall become due at the option of the third party, and on application of said third party, or its assignee, or any other person who may be entitled to the moneys due, it shall be lawful for, and the duty of, the said party of the second part, to advertise said land in some newspaper published in the county in which said land is located at least once a week for four successive weeks; or if there be no newspapers published in said county, then in three or more public places in the county aforesaid, for thirty days, therein appointing a day and place of sale, and at such time and place to expose said lands at public sale to the highest bidder for cash, and upon such sale to convey title to the purchaser.

And the said second party after first retaining 5% of the proceeds of said sale, but not less than \$25.00 in any event, as compensation for making the sale, shall then pay the costs and necessary expenses of the sale and apply so much of the residue of said proceeds as may be necessary to discharge said note and all interest and other charges then due thereon in accordance with the terms of the note, and shall pay the surplus, if any, to said first party.

The parties of the first part agree to make timely payments of all taxes and assessments and to keep the buildings on the said premises properly insured in favor of the party of the third part as its interest may appear and it is further agreed that if the party of the first part fails in this respect and the party of the third part advances any moneys in payment of such taxes, assessments or insurance premiums, the amount so expended shall be deemed principal money and be payable when the next installment is due under the note secured hereby.

The parties hereto do covenant and agree that if the trustee dies, becomes incapable of acting, renounces his trust, or for other reason becomes unacceptable to the third party, then the third party may appoint, in writing, a trustee to take the place of the second party, and upon the probate and registration of the same the trustee thus appointed shall succeed to all rights and powers of the second party.

Any statement of facts or recital by said trustee in this deed in relation to the non payment of the money secured to be paid, the amount due, the advertisement, sale, receipt of the money, and the execution of the deed to the purchaser, shall be received as prima facie evidence of such fact. If said first party shall pay off said note and interest and discharge fully the trusts, as herein declared, before such sale, then this instrument shall become null and void, otherwise to remain in full force and effect.

And the said party of the first part, doth covenant to and agree with said party of the second part, his heirs and assigns: That they are the owner and seized of said premises in fee simple; That they have the right to convey the same; That the same are free from any encumbrances whatsoever; That they will forever warrant and defend the title to the same from the lawful claims of all persons whomsoever; and that they will execute such further deed or deeds as may be necessary or proper to carry out the true intent and purpose of this trust.

Whenever used herein, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN TESTIMONY WHEREOF, the said first party does hereunto subscribe its respective names and affix its seals.

X *James Grier* (SEAL)

WITNESS: *Bill Hill*

X *Mar. Cora Grier* (SEAL)

State of North Carolina

County of Guilford

I, the undersigned, a Notary Public of Guilford

County, North Carolina, certify that Bill Hill personally appeared before me this day, (Name of subscribing witness)

and being duly sworn, stated that in his presence Frank Grier and Cora Grier (Names of makers)

signed the foregoing instrument.

WITNESS my hand and official seal, this the 5th day of August, 1974

My commission expires:

My Commission Expires June 26, 1978

NOTARY PUBLIC  
JAMES GRIER  
3281237

STATE OF NORTH CAROLINA, COUNTY.  
I, a Notary Public do hereby certify that 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 seal, this day of A.D., 19.  
My commission expires: Notary Public

STATE OF NORTH CAROLINA, COUNTY.  
The foregoing certificate of, a Notary Public of  
County, is adjudged to be correct. Therefore, let the instrument, with the certificates be registered.  
Witness my hand, this day of A.D., 19.  
Clerk Superior Court

#### ASSIGNMENT

STATE OF North Carolina, COUNTY OF Guilford  
FOR VALUE RECEIVED, Jack Spital of A & A Discount Center, Inc.  
does hereby transfer, assign, and set over to the General Electric Credit Corp. of Ga.  
its successors and assigns the within Deed of Trust and the Note which same secures, without recourse.  
DATED this 5th day of August, 1974  
(Corporate Seal) Secretary (of Corporation)  
A & A Discount Center, Inc.  
President, ~~CHUCKY FARMER~~

(Corporate Acknowledgement)

STATE OF North Carolina, COUNTY OF Guilford  
I, the undersigned Notary Public, certify that Imogene Douthett came  
before me this day and acknowledged that he/she is Secretary of A & A Discount Center, Inc.  
a corporation, and that, by authority duly given and as the act of the corporation, the foregoing assignment was signed in its  
name by its President sealed with its corporate seal and attested by himself/herself as its Secretary.  
SWORN to before me this 5th day of August, 1974

NOTARY PUBLIC L.S.  
My Commission Expires: My Commission Expires June 25, 1978

STATE OF NORTH CAROLINA—Forsyth County

The foregoing (or annexed) certificate of Ann H. McGee, N.P.  
(here give name and official title of the officer signing the certificate passed upon)

are certified to be correct. This the 16 day of August 1974.

Probate fee 50¢ paid.

PRESENTED FOR  
REGISTRATION  
AND RECORDED

Eunice Ayers, Register of Deeds

By Janet Bottoms Deputy-Register

AUG 16 9 02 AM '74

EUNICE AYERS  
REGISTER OF DEEDS  
FORSYTH CTY. N.C.

BOOK 1132P1238

June \$4.00 pd

STATE OF NORTH CAROLINA  
COUNTY OF  
TO  
DEED OF TRUST  
I hereby certify that the within Deed of Trust  
was filed for record in my office at  
on the day of 1974, and was  
immediately entered upon the proper index  
and duly recorded in Book  
Real Estate Mortgage, page  
Register of Deeds for  
North Carolina.  
Return To: