

6539



DRAWN OUTSIDE FORSYTH COUNTY

# DEED OF TRUST

RETURN TO:  
EMPIRE ACCEPTANCE CO., INC.  
P. O. BOX 11282  
GREENSBORO, N. C. 27409

NORTH CAROLINA, Forsyth COUNTY

THIS INDENTURE, Entered into this 2 day of July, 19 75 by and between  
Helmer R. Griffing and Shirley C. Griffing  
of Forsyth County, first party, James B. Riverbank Trustee, second party,  
and A + A Discount Center, Inc., third party.

WITNESSETH, That whereas the first party is indebted to third party in the sum of Three Thousand  
Five Hundred Eighty Seven and 00/100 DOLLARS,  
for which said first party has executed and caused to be delivered to said third party one note of even date herewith for said amount,  
payable in 36 monthly installments of equal amounts, except the last, which is the same or of a lesser amount,  
beginning September 1, 19 75, 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 bar-  
gained, 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, \_\_\_\_\_ County,  
described as follows:

- Tract 1: Being known and designated as lots 79, 80 and 81 of Hickory Grove, Section 2, a map and plat of which is recorded in Plat Book 12, at page 42 in the office of the Register of Deeds of Forsyth County, N. C., to which reference is hereby made for a more particular description thereof.
- Tract 2: Being known and designated as lot no. 5 of Miller Heights, a map and plat of which is recorded in Plat Book 17 at page 54 in the office of the Register of Deeds of Forsyth County, N. C. to which reference is hereby made for a more particular description thereof.

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 hereinafter 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 newspaper 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.

WITNESS: Frank D. [Signature] Shirley C. Griffing (SEAL)

Helmer R. Griffing (SEAL)

State of North Carolina  
County of Guilford  
I, Frank D. [Signature], a Notary Public of Guilford County, North Carolina, certify that Frank D. [Signature] personally appeared before me this day,  
(Name of subscribing witness)  
and being duly sworn, stated that in his presence Helmer R. Griffing and Shirley C. Griffing  
(Names of makers)  
signed the foregoing instrument.  
WITNESS my hand and official seal, this the 18 day of August, 19 75.  
My commission expires: 8-31-76  
[Signature]  
Notary Public

1154P0275

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, A. A. Discount Center, Inc. of Greensboro, N.C.  
 does hereby transfer, assign, and set over to the Empire Acceptance Co., Inc. P.O. Box 11282 Greensboro, N.C.  
 its successors and assigns, the within Deed of Trust and the Note which same secures, without recourse.  
 DATED this 18 day of August, 19 75  
 (Corporate Seal) \_\_\_\_\_  
 Secretary (If Corporation) \_\_\_\_\_  
 \_\_\_\_\_  
 President, Owner, Partner

(Corporate Acknowledgement)  
 STATE OF North Carolina COUNTY OF Guilford  
 I, the undersigned Notary Public, certify that Imogene Donahue 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 18 day of August, 19 75.  
 \_\_\_\_\_  
 NOTARY PUBLIC  
 My Commission Expires: 8-31-76 L.S.

(Partnership or Sole Owner Acknowledgement)  
 STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_  
 I, \_\_\_\_\_ Notary Public, certify that \_\_\_\_\_  
 trading as/a partner of \_\_\_\_\_, the grantor, personally appeared before me this day and  
 acknowledged the due execution of the foregoing assignment for and on behalf of said business.  
 SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_  
 \_\_\_\_\_  
 NOTARY PUBLIC L.S.  
 My Commission Expires: \_\_\_\_\_

STATE OF NORTH CAROLINA—Forsyth County  
 The foregoing (or annexed) certificate of Betty T. Penland N.P.  
 (here give name and official title of the officer signing the certificate— passed upon)

Guilford Co, N.C.  
are certified to be correct. This the 35th day of Aug 19 75.

Probate fee 50¢ paid. PRESENTED FOR REGISTRATION AND RECORDED  
 Eunice Ayers, Register of Deeds  
 By Jessie Golden Deputy ~~Assistant~~

AUG 25 8 58 AM '75  
 EUNICE AYERS  
 REGISTER OF DEEDS  
 FORSYTH CTY., N.C.  
 WDA # 300 PD

ED OF TRUST  
 that the within Deed of Trust  
 was recorded in my office at \_\_\_\_\_ o'clock  
 \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_, and was  
 entered upon the proper indexes  
 of \_\_\_\_\_  
 indexed, page \_\_\_\_\_  
 of \_\_\_\_\_ County,  
 Returns To: \_\_\_\_\_  
 TO \_\_\_\_\_  
 OF NORTH CAROLINA  
 Y OF  
 COOK 1154P0276