

Loan No. 050165-8

147

BK1814 P4262



ASSIGNMENT OF MORTGAGE

THIS ASSIGNMENT OF DEED OF TRUST/MORTGAGE executed this 31st day of August, 1993 by and between 1ST HOME FEDERAL SAVINGS AND LOAN ASSOCIATION of the Carolinas, F.A. (successor by merger to STANDARD SAVINGS & LOAN ASSOCIATION), hereafter called assignor, acting by and through its duly authorized officers, and D&N BANK, a FEDERAL SAVINGS BANK, whose address is 400 Quincy Street, Hancock, Michigan 49930, hereafter called assignee.

For Value received, the within instrument is hereby transferred, assigned, and conveyed to Assignee, together with the property described therein and the debt secured thereby, said instrument being dated the 1ST day of DECEMBER, 1976, executed by

JIMMY RAY GRIFFIN AND WIFE, NANCY G. GRIFFIN

recorded in the records of the office of the Register of Deeds of FORSYTH County, State of NORTH CAROLINA, in BOOK 1189, PAGE 1318-1321 on the 01ST day of DECEMBER, 1976, and identified as follows:

SEE ATTACHED FOR LEGAL DESCRIPTION

IN WITNESS WHEREOF, the party of the first part has executed this Assignment by its duly authorized officer this 31st day of August, 1993.

1ST HOME FEDERAL SAVINGS AND LOAN ASSOCIATION

Attest: Shirley S. Rothrock  
Shirley S. Rothrock  
Asst. Secretary

By: William E. Stone  
William E. Stone  
Senior Vice President

STATE OF NORTH CAROLINA  
COUNTY OF RANDOLPH

The foregoing instrument was acknowledged before me this 31st day of August, 1993 by William E. Stone, Senior Vice President, and Shirley S. Rothrock, of 1ST HOME FEDERAL SAVINGS AND LOAN ASSOCIATION, on behalf of the Organization.

\*Asst. Secretary

Witness my hand & seal.

Instrument Drafted By:  
Joan Bjorne  
400 Quincy Street  
Hancock, Michigan 49930

Cindy L. White  
Cindy L. White, Notary Public  
Randolph County, North Carolina  
whose commission expires 10-23-96

Return to:

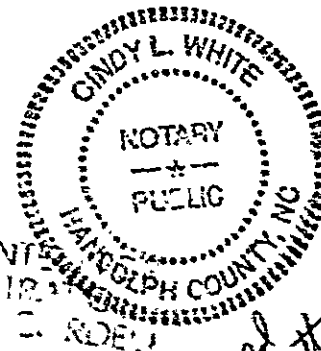
D&N Bank, a Federal Savings Bank  
400 Quincy Street  
Hancock, MI 49930  
Attn: Joan Bjorne

State of NC, Forsyth Co.

The foregoing certificate of Cindy L. White, NP, Randolph Co, NC is certified to be correct this the 16 day of February, 1994.

L.E. Speas, Register of Deeds by: Kathy Irons

LE SPEAS  
REGISTER OF DEEDS  
FORSYTH CO. N.C.



94 FEB 16 P3:15

# DEED OF TRUST

050166-8

THIS DEED OF TRUST is made this 1st day of December 1976, among the Grantor, Jimmy Ray Griffin and wife, Nancy G. Griffin (herein "Borrower"), Richard E. Glaze (herein "Trustee"), and the Beneficiary, Standard Savings and Loan Association, a corporation organized and existing under the laws of North Carolina, whose address is West Third Street, Winston Salem, North Carolina (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:

BEGINNING at a stone in the northwest corner of the Kenneth Stafford property as described in Deed Book 536 at page 167, said stone being in the James D. Jeffries southern boundary line and North 85° 31' West 283.83 ft. from the southwest corner of Ethel S. Ezzell; thence from said BEGINNING point with the boundary line of Kenneth Stafford South 03° 22' West 416.45 ft. to an iron stake; thence in a new line with John Griffin South 63° 22' West 132.79 ft. to an iron stake; thence in a new line with John Griffin North 03° 22' East 485.79 ft. to an iron stake in the southern boundary line of James D. Jeffries; thence with the James D. Jeffries boundary line South 85° 10' East 115.03 ft. to the point and place of BEGINNING; containing 1.191 acres, more or less, according to a survey by John T. Morgan, R. L. S., on April 1, 1976.

Furthermore, the borrower does hereby give, grant, convey and confirm unto the trustee and trustee's successors and assigns, in trust, a non-exclusive and unlimited, perpetual right and easement for the purpose of access, including ingress, egress, and regress, over property described as follows:

BEING 14-foot easement, 7 ft. on left and 7 ft. on right of the center line which is described as follows: BEGINNING at the common corner of James D. Jeffries and Ethel S. Ezzell in the center line of Old Salem Road; thence from said BEGINNING point with the boundary line of James D. Jeffries and Ethel S. Ezzell South 0° 47' East 920.03 ft. to the common corner of James D. Jeffries and Ethel S. Ezzell in the northern boundary line of Kenneth Stafford; thence South 0° 47' East 232.8 ft. to a point; thence South 62° 31' West 349.74 ft. to an iron stake in the common corner of John Griffin and Jimmy Ray Griffin in the boundary line of Kenneth Stafford (Said iron stake being the southeast corner of the dominant tract first described in this instrument); thence with the new boundary line of John Griffin and Jimmy Ray Griffin South 63° 22' West 132.79 ft. to an iron stake, a terminus of this easement.

which has the address of 1356 Old Salem Road Kernersville  
(Street) (City)  
North Carolina 27284 (herein "Property Address");  
(State and Zip Code)

TO HAVE AND TO HOLD unto Trustee and Trustee's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, 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 herein referred to as the "Property";

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by Borrower's note dated December 1, 1976, (herein "Note"), in the principal sum of Twenty-Five Thousand and no/100 (\$25,000.00) Dollars, 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 December 1, 2006; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property, that the property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

NORTH CAROLINA—1 Is 4 Family—6/75—FHMA/FHMG UNIFORM INSTRUMENT

BOOK 1189P1318

BK1814 P4263