

**2013045971 00041**

FORSYTH CO. NC FEE \$26.00  
STATE OF NC REAL ESTATE EXT  
**\$146.00**  
PRESENTED & RECORDED  
10/01/2013 09:41:48 AM  
**C. NORMAN HOLLEMAN**  
REGISTER OF DEEDS  
BY: LORI HOLLOWAY  
DPTY

**BK: RE 3148**

**PG: 3230 - 3234**

Prepared by Patti D Dobbins, Attorney  
Return to Anita J. Pond, 1529 Governors Wharf, Norfolk, VA 24332-1307

**DEED**

**Parcel ID: 6857-10-2182.00**

**Revenue Stamps: \$146.00**

This deed does ✓, does not        convey the Grantor's primary residence.

STATE OF NORTH CAROLINA  
COUNTY OF FORSYTH

**THIS DEED**, made and entered into this the 25<sup>th</sup> day of September, 2013,  
by and between Sabrina Scales, Unmarried ("Grantor"); to Anita J. Pond and Teresa Lynn J. Volpe  
(hereinafter called "Lender");

**WITNESSETH:**

**WHEREAS**, Grantor heretofore executed and delivered to Craig Brawley Liipfert &  
Walker, LLP as Trustee for Lender, a Deed of Trust dated February 7, 2011 and recorded in Book  
2988, Page 3509, in the office of the Register of Deeds of Forsyth County, in the maximum  
principal amount of Ninety-eight Thousand Six Hundred Thirty and no/100 Dollars (\$98,630.00),  
said Deed of Trust securing a note from Grantor to Lender dated February 7, 2011 in the principal  
amount of Ninety-eight Thousand Six Hundred Thirty and no/100 Dollars (\$98,630.00), and ,

**WHEREAS**, Grantor has defaulted under the provisions of the note and Deed of Trust, and Lender has requested that the Trustee in the Deed of Trust begin foreclosure proceedings of said Deed of Trust pursuant to the terms of same and pursuant to the terms of the General Statutes of the State of North Carolina; and

**WHEREAS**, prior to foreclosure being instituted, Grantor acknowledged to Lender as follows:

1. That Lender is the owner and holder of the Note and Deed of Trust;
2. That the Note evidence valid indebtedness of Grantor to Lender and the Deed of Trust secures valid indebtedness from Grantor to Lender and constitutes a valid lien on the property described therein;
3. That Grantor is in default under the terms of the Note and Deed of Trust and owes to Lender the sum of \$72,700.96 as of August 1, 2013 with interest accruing thereafter at the daily rate of \$5.975 on the Note, which sums Grantor is unable to pay;
4. That the aforesaid Deed of Trust gives to Lender the right to initiate foreclosure in the event of default;
5. That Grantor has no valid defense to the foreclosure of the aforesaid Deed of Trust; and
6. That Lender is entitled to proceed with foreclosure of the Deed of Trust as provided by the terms of same, and as provided by law;

**WHEREAS**, Grantor has requested that Lender accept from Grantor an absolute deed in lieu of foreclosure of the Deed of Trust and Lender has agreed to do so.

**NOW, THEREFORE**, for and in consideration of the premises and for and in consideration of the additional sum of One Dollar (\$1.00) and other good and valuable consideration to Grantor paid by Lender, the receipt of which hereby is acknowledged, Grantor has bargained and sold and by these presents does bargain, sell and convey to Lender, its successors and assigns, the following described property:

**BEGINNING** *at an iron stake at the northwest corner of Lot No. 11 on map of Section No. 2 of WILLISTON recorded in Plat Book 23, Page 156 of the Forsyth County Registry, said beginning iron stake being in the east line of Plata Drive; thence with the east line of Plata Drive North 14° 06' East 101.0 feet to an iron stake; thence South 76° 03' East 213.51 feet to an iron stake in the West line of property of Mrs. Alamida DeHart; thence South 10° 15' West 37.78 feet to an iron stake in the north line of Lot No. 1 of Section No. 1 of WILLISTON, as recorded in Plat Book 22, Page 120 of the Forsyth County Registry; thence with said Lot No. 1 the following two courses and distances; North 86° 46' West 12.44 feet; thence South 03° 06' West 62.0 feet to the northeast corner of the aforementioned Lot No. 11; thence with the north line of said Lot No. 11 North 76° 05' West 216.08 feet to the place of BEGINNING, being a portion of property deeded to Higram, Inc. by Deed recorded in Book 891, Page 385, Forsyth County Registry, also being Lot No. 12 on an unrecorded map of WILLISTON made by Lee M. Hinshaw and dated March 1, 1967.*  
*Also conveyed herein for the purposes of ingress and egress is the following described property:*

***BEGINNING as an iron stake at the northwest corner of Lot No. 11 on map of Section No. 2 of WILLISTON recorded in the Forsyth County Registry in Plat Book 23, Page 156; thence North 75° 54' West 60.0 feet to an iron stake at the northwest intersection of Plata Drive and Vista Linda Court as shown on said recorded map; thence North 14° 06' East 101.0 feet to an iron stake; thence South 75° 54' East 60.0 feet to an iron stake at the northwest corner of Lot No. 12 on an unrecorded map of WILLISTON, by Lee M. Hinshaw Civil Engineer and dated March 1, 1967; thence with the west line of said Lot No. 12 South 14° 06' West 101.0 feet to the place of BEGINNING.***

**TO HAVE AND TO HOLD** said property and all privileges and appurtenances thereunto belonging to Lender, its successors and assigns, forever.

Grantor does covenant that it is seized of the aforesaid property in fee and has the right to convey the same in fee simple; that the same are free and clear of all liens and encumbrances, except the Deed of Trust for the benefit of Lender, and that Grantor will warrant and defend the title to the same against the claims of all persons whomsoever.

Grantor hereby agrees that this deed in lieu of foreclosure conveys absolute fee simple title in and to the above-described property, including any right or equity of redemption in and to same; that by the execution of this deed in lieu of foreclosure, Grantor knowingly and willfully waives any and all due process rights, whether substantive or procedural, in regard to any and all issues, defenses, or other matters which could have been raised in any action brought before the foreclosure of the aforesaid Deed of Trust.

The execution and delivery and /or recording of this Deed shall not in any way or manner whatsoever result in the merger of the interests of the Grantee pursuant to the Deed of Trust and the interests of the Grantee as fee holder; and the interests of the Grantee as fee holder of the Property shall at all times remain separate and distinct from the Grantee's interest as beneficiary under the Deed of Trust, which shall be and remain at all times a valid and continuous lien on the Property until such time as Grantee shall elect to release, cancel or foreclose the lien of the Deed of Trust.

**FURTHER**, all parties to this conveyance hereby agree, and Grantor does hereby swear and affirm, as follows:

1. This deed is an absolute deed in lieu of foreclosure and is delivered by Grantor to Lender and accepted by Lender as full payment and satisfaction of the indebtedness owed by Grantor to Lender evidenced by the Note secured by the Deed of Trust. This deed in lieu of foreclosure is not intended as a mortgage, deed of trust, trust conveyance, or security of any kind.
2. Simultaneously with the delivery of this deed in lieu of foreclosure, Grantor has surrendered possession of the property described and conveyed herein to Lender and possession thereof hereby is accepted by Lender.
3. It is understood, agreed, and hereby acknowledged that other than as set forth herein, there are no agreements (either written or unwritten, recorded or unrecorded) between the parties hereto as to the property described herein and conveyed or as to any proceeds arising from this transaction or any future sale or other disposition of said property by Lender. The parties hereto understand and agree that Lender intends actively to pursue the sale of said property and that any proceeds of any such sale will belong to Lender. This is an absolute deed in lieu of

foreclosure eliminating any equity whatsoever of Grantor in and to the aforesaid property.

4. This deed in lieu of foreclosure is not given as a preference against any other creditors of Grantor; there are no other persons or entities other than Lender interested, either directly or indirectly, in the property described herein; Grantor is solvent and has no other creditors whose rights would be prejudiced by the conveyance of the property to Lender; this deed in lieu of foreclosure is given at the request of Grantor after default by Grantor under the Note and Deed of Trust in part exchange for satisfaction and cancellation of the Note; and that Grantor is not obligated on any bond or other mortgage or deed of trust whereby any lien has been created or exists against the property described herein.

5. In the execution and delivery of this deed in lieu of foreclosure, Grantor is not acting under any misapprehension as to the effect hereof and is acting freely and voluntarily, and is not acting under coercion or duress, the consideration for this deed in lieu of foreclosure is the full satisfaction of the indebtedness evidenced by the Note secured by the Deed of Trust and Grantor believes that the consideration for this deed in lieu of foreclosure represents the fair value of the property described herein.

6. The statements and affirmations made herein are for the protection and benefit of Lender, its successors and assigns, and all other parties hereafter dealing with or who may acquire an interest in the property described herein. Grantor will testify, declare, depose, or certify before any competent tribunal, officer, or person, in any case now pending or which may hereinafter be instituted, to the truth of the particular facts set forth herein.

**IN TESTIMONY WHEREOF**, the parties have caused this instrument to be executed under seal in such form as to be binding, all with the authority duly granted by their respective entities, this the day and year first above written.

 (SEAL)  
 Sabrina Scales, Grantor

STATE OF North Carolina  
COUNTY OF Forsyth

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated Sabrina Scales, Grantor.

Date: 9-25-2013

Patti D. Dobbins

Official Signature of Notary Public

Patti D. Dobbins

Printed or typed name of Notary Public

My Commission Expires: 9-25-2017

(Official Seal)

**PATTI D. DOBBINS**

Notary Public  
Forsyth County, NC