

Loan No. 050168-4

BK1814 P4264

148



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 25TH day of JANUARY, 1977, executed by

CHARLES R. ALPHIN AND WIFE SANDRA S. ALPHIN

recorded in the records of the office of the Register of Deeds of FORYSTH County, State of NORTH CAROLINA, in BOOK 1193, PAGE 0783-0786 on the 25TH day of JANUARY, 1977, 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:

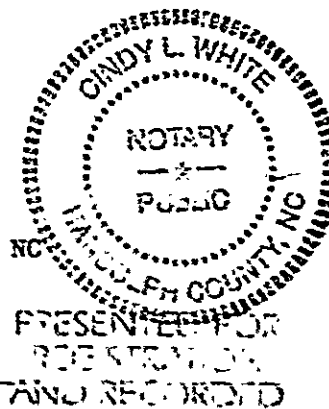
D&N Bank, a Federal Savings Bank
400 Quincy Street
Hancock, MI 49930
Attn: Joan Bjorne

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 Frankler Asst. Deputy



94 FEB 16 P3:15

L.E. SPEAS
REGISTER OF DEEDS
FORSYTH CO N.C.

DEED OF TRUST

050168-41

THIS DEED OF TRUST is made this 25 day of January 1977, among the Grantor, Charles R. Alphin and wife Sandra S. Alphin (herein "Borrower"), Richard E. Glaze (herein "Trustee"), and the Beneficiary, Standard Savings & Loan Association, a corporation organized and existing under the laws of North Carolina, whose address is 10 West Third Street, Winston-Salem, North Carolina, 27101 (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 Forsyth County, North Carolina:

Tract No. 1: Lying and being in Broadbay Township, Forsyth County, North Carolina, and more particularly described as follows:

Being a lot fronting 100 feet on the north side of a sandclay road, and of that width, 100 feet extending Northwardly between parallel lines, a distance of 200 feet; being one-half acre, more or less, and being known and designated as the south portion of Lot No. 10 as shown on the map of R.L. Whicker Property, as recorded in Plat Book 4, page 117, in the office of the Register of Deeds of Forsyth County, North Carolina; being in all respects the same property as that described in Deed of Trust Book 790, page 146.

Tract No. 2: Lying and being in Abbotts Creek Township, Davidson County, North Carolina, and more particularly described as follows:

Beginning at a point in the eastern right of way line of Oaklawn Drive, said point being the Southwest corner of Lot No. 2, as shown on the Map of Dogwood Springs as recorded in Plat Book 16, page 175, Davidson County Registry, and running thence with the eastern right of way line of Oaklawn Drive, on a chord, North 17° 34' 14" West 91.38 feet to a point; thence continuing along the eastern right of way line of Oaklawn Drive, on a chord, North 18° 54' 48" West 48.55 feet to a point; running thence from said point North 80° 24' 19" East 99.43 feet to a point; running thence North 89° 02' 15" East 195.86 feet to a point; running thence South 04° 19' 20" East 150.0 feet to a point; running thence North 88° 17' 16" West 162.14 feet to a point; running thence South 85° 18' 55" West 100.12 feet to a point, the point and place of the Beginning. Said lot being a portion of Lots No. 1, 2, and 3 as shown on the Map of Dogwood Springs, as recorded in Plat Book 16, page 175, Davidson County Registry, and being described herein in accordance with the survey made by Harris B. Gupton, Registered Surveyor, of said property, Job No. 1348-77A, revised January 6, 1977.

which has the address of...Route 6, Oaklawn Drive...Winston-Salem...
(Street) (City)

North Carolina, 27107... (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 January 25, 1977 (herein "Note"), in the principal sum of Thirty Seven Thousand Six Hundred and 0/100-- 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 January 1, 2007; 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.

BR1814 P4265