

**State of North Carolina**

### New Hanover County

THIS INDENTURE, Made and entered into this 28th day of October, A. D., 19 55 by and between Martin L. Greer and Leamon L. Hanchey, Trading and doing business as G. & H. Grocery Company, a co-partnership, doing business in the County of New Hanover, State of North Carolina

of New Hanover

State of North Carolina, parties of the first part. J.C. Wessell, Jr.,

Trustee of New Hanover County, State of North Carolina, part y of the second part, and  
The Bank of Wilmington a corporation duly organized and existing under the laws of the State  
of North Carolina, with its principal place of business in the City of Wilmington  
of New Hanover County, State of North Carolina, part V of the third part:

as W. H. Groceries Company, a co-partnership parties of the first part justly indebted to the said party of the third part in the sum of Three Thousand Three Hundred fifty seven and 15/100 Dollars, for which the said parties of the first part have executed and delivered to the said party of the third part their note of even date with this deed in the sum of Three Thousand Three Hundred Fifty Seven and 15/100 Dollars, payable in principal and interest installments of \$13.15 on the 10th day of December 1955, and \$130.00 on the 10th day of each and every month thereafter until the entire indebtedness shall be due and payable on November 10th day of November 1957. Each said monthly installments shall be applied first to interest, due monthly at the rate of five per cent per annum, on the principal balance or so much thereof as shall remain from time to time unpaid and the balance of each said monthly payment shall be applied ~~to~~ as credit to the principal

and it has been agreed that the payment of the said debt shall be secured by the conveyance of the land hereinafter described.

NOW THEREFORE, in consideration of the premises and for the purpose aforesaid, and for the sum of one dollar to the parties of the first part paid by the party of the second part, said parties of the first part have bargained, sold, given, granted and conveyed, and by these presents do bargain, sell, give, grant and convey to the said party of the second part, and his successors and assigns, a certain tract of land lying and being in The City of Wilmington, County of New Hanover, State of North Carolina, and more particularly described as follows:

FIRST TRACT: BEGINNING at a point in the Northern line of Dawson Street 165 feet West of the western line of 9th Street; runs thence North and parallel with 9th Street 57 feet; then West and parallel with Dawson Street 30 feet; then South and parallel with 9th Street 57 feet to a point in the Northern line of Dawson Street; then East with the Northern line of Dawson Street 30 feet to the point of Beginning, being a part of lot 6 of Block 52, according to the official plan of the City of Wilmington, North Carolina,

SECOND TRACT: BEGINNING at the intersection of the Northern line of Dawson St., with the Eastern line of Millis Alley; running then Northwardly along the Eastern line of Millis Alley 57 feet, then Eastwardly parallel with Dawson Street 40 feet; then Southwardly parallel with Millis Alley 57 feet to the Northern line of Dawson Street, then Westwardly along the Northern line of Dawson Street 40 feet to the point of Beginning, same being a part of Lot 6 in Block 52, according to the plan of the City of Wilmington, North Carolina, by James and Brown in 1870.

The originals of this Deed of Trust and the note or notes thereon

The Bank of Wilmington Jas H Foyler, Cashier.  
 J. Wilmington Jas H Foyler, Cashier.

4 day of April 1976  
N. L. Black

TO HAVE AND TO HOLD said lands and premises with all the rights, privileges and appurtenances thereunto belonging to said J. C. Wessell, Jr.,, part Y of the second part, his heirs and assigns, upon the trust and for the uses and purposes following, and none other, that is to say:

If the said part 189 of the first part shall fail or neglect to pay interest on said note and debt as the same may hereafter become due or both principal and interest at the maturity of the same, or any part of either then on application of said part of the third part, or its assignee, or any other person who may be entitled to the moneys due thereon, it shall be lawful for and the duty of the said J.C. Wessell, Jr., part Y of the second part to advertise, at the Court House door and in three other public places in New Hanover County for thirty days immediately preceding such sale, and in some newspaper published in said county at least once a week for four weeks, 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 said land to the purchaser in fee simple.

And the said J. C. Wessell, Jr., Trustee, first retained five per centum commission on the proceeds of the whole of said land sold, as a compensation for making such sale, shall apply so much of the residue of said proceeds of such sale as may be necessary to pay off and discharge said note and debt, and all interest then accrued and due thereon, and shall pay the surplus, if any remains, to said parties of the first part.

And the said part. ies of the first part further covenant and agree to and with said parties of the second and third parts that they will keep the premises above conveyed insured in some responsible insurance company, acceptable to said trustee, in the sum of \$3357.15 Dollars, and that they will keep all taxes paid upon said property, and if said part. ies of the first part shall fail to do this, said part. y of the second part, or said part. y of the third part, may effect such insurance and pay such taxes, and all premiums so paid for insurance and amounts so expended in payment of taxes by said part. y of the second part or third part, with interest from date of payment at 6 per cent, shall be secured under this conveyance, and be due and payable at the time of the next installment of interest thereafter. And the said parties of the first and second parts do hereby covenant and agree to and with the said part. y of the third part, that in case the said trustee shall die, become incapable of acting, renounce his trust, or for other reasons become unacceptable to said part. y of the third part, then upon notice to the parties of the first and second parts, if living, the part. y of the third part may appoint, in writing, a trustee to take the place of the part. y of the second part, and upon the probate and registration of the same, the trustee thus appointed shall succeed to all the rights and powers of the party y of the second part.

IT IS FURTHER STIPULATED AND AGREED, That any statement or act or recital by said trustee in in 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.

AND IT IS STIPULATED AND AGREED, That if said part. y of the first part shall pay off said note and interest, and discharge fully the trusts herein declared, before such sale, or the same shall be done by a sale of said lands, then so much of said lands as may not have been sold, and are not required to meet any of said trusts, shall be reconveyed to said part. y of the first part, or the title thereto to be revested in them according to the provisions of law.

IN TESTIMONY WHEREOF, the said Martin L. Greer and Leamon L. Hanchey, Trading and doing business as the G & H Grocery Company, a co-partnership

do hereto subscribe their name s and affix their seal s the day and year first above written.

G & H GROCERY COMPANY  
By Martin L. Greer General Partner (Seal)  
Leamon L. Hanchey General Partner (Seal)

Attest:

~~XXXXXX~~

(Seal)

Secretary.

(Seal)

(Seal)

Signed, sealed and delivered in the presence of

(Seal)

(Seal)

Trustee.

STATE OF NORTH CAROLINA, New Hanover County.

Annie G Shackelford, a Notary Public in and for the State and County aforesaid, do hereby certify Martin L Greer and Leamon L. Hanchey Trading and doing business as the G & H Grocery Co., a co-partnership personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Let the said instrument and this certificate be registered.

Witness my hand this 28th day of October 1955

Annie G Shackelford,

Notary Public.

(Notarial Seal)

My Commission expires 16th day of October 1957.

STATE OF NORTH CAROLINA—New Hanover County.

I, do hereby certify that personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes herein expressed; and the said being by me privately examined, separate and apart from her said husband, touching her voluntary execution of the same, doth state that she signed the same freely and voluntarily, without fear or compulsion of her said husband, or any other person, and that she doth still voluntarily assent thereto. Therefore, let the instrument with the certificate be registered.

Witness my hand and seal this 19 day of October 1955

(Notarial Seal)

Notary Public.

Commission expires the day of 1955

Clerk Superior Court.

STATE OF NORTH CAROLINA—New Hanover County.

The foregoing certificate of Annie G Shackelford, a N.P. of New Hanover County is adjudged to be correct. Therefore let this instrument, with the certificate, be registered.

Witness my hand this 31 day of October 1955

Ethel A Brown, Dy

Clerk Superior Court.

Received, recorded and verified 31 day of October

1955 at 9:55 AM

W. L. Black  
Register of Deeds.