

NORTH CAROLINA

FORSYTH

16

THIS INSTRUMENT, Entered into this 7th day of March, 1966, by and between

GENEVA ETHEL WALL (SINGLE) AND JOYCE S. WALL (WIDOW)

of FORSYTH County, first party ROBERT H. SAPP Trustee, second party,

and G. F. ALUMINUM PRODUCTS CO. third party.

WITNESSETH, That whereas the first party is indebted to third party in the sum of

Two thousand nine hundred seventy four and 44/100 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 84 monthly installments of equal amounts, except the last, which is the same or of a lesser amount,

beginning May 5th, 1966, 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 bargained, 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 WINSTON Township, FORSYTH County,

described as follows: BEGINNING AT AN IRON STAKE IN THE EAST RIGHT-OF-WAY LINE OF RURAL HALL ROAD ON NORTH CHERRY ST. EXTENSION, FORMERLY KNOWN AS THE WINSTON SALEH-STUART HIGHWAY, SAID BEGINNING POINT BEING THE NORTHWEST CORNER OF LOT NO. 12 ON THE MAP HEREINAFTER REFERRED TO, RUNNING THENCE WITH THE EAST LINE OF RURAL HALL ROAD, NORTH 13 DEG. 02' EAST 93.75 FEET TO AN IRON STAKE; THENCE SOUTH 85 DEG. 17' EAST 161.9 FEET TO AN IRON STAKE, THE NORTHWEST CORNER OF THE LOT CONVEYED TO THE TRUSTEES OF FOREST HILLS FIRE DEPARTMENT, BOOK 834, PAGE 382; THENCE WITH THE WEST LINE OF SAID ROAD, SOUTH 1 DEG. 26' WEST 89.55 FEET TO AN IRON STAKE IN THE NORTH LINE OF LOT NO. 12; THENCE WITH THE NORTH LINE OF LOT NO. 12 NORTH 88 DEG. 54' WEST 180.6 FEET TO THE POINT OF BEGINNING AND BEING THE SOUTHWEST CORNER OF LOT NO. 13 AS SHOWN ON THE MAP OF MARVIN GROVE WHICH SAID MAP IS RECORDED IN PLAT BOOK 3, PAGE 40, OFFICE OF THE REGISTER OF DEEDS OF FORSYTH COUNTY, NORTH CAROLINA. 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 8% 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.

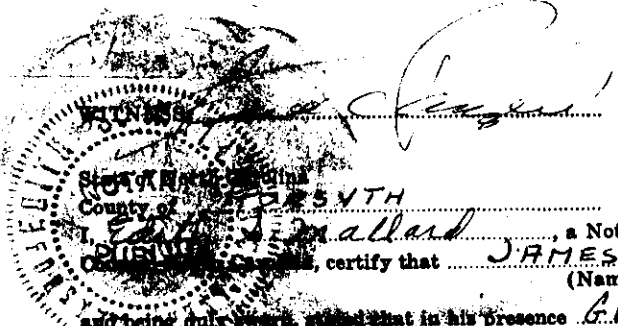
And the said party of the first part, doth covenant to and agree with said party of the second part, his heirs and assigns: That they are the owner and seised of said premises in fee simple; That they have the right to convey the same; That the same are free from any encumbrances whatsoever; That they 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.

Geneva Ethel Wall (SEAL)

Joyce S. Wall (SEAL)



Edith S. Mallard, a Notary Public of Forsyth County, North Carolina, personally appeared before me this day, JAMES FANZERI, (Name of subscribing witness) and being duly sworn, attested that in his presence GENEVA ETHEL WALL AND JOYCE S. WALL (Names of makers)

signed the foregoing instrument. WITNESS my hand and official seal, this 7th day of March, 1966. My commission expires: Edith S. Mallard Notary Public

My Commission Expires March 1, 1968

2781 950 PAGE 274

Handwritten notes and signatures at the bottom of the page, including a large signature that appears to be 'Robert H. Sapp' and other illegible markings.

U.S. Finance Co
P.O. Box 4227, Charlotte, NC 28204

DEED OF TRUST

NORTH CAROLINA, FORSYTH COUNTY 16

THIS INDENTURE, Entered into this 7th day of March, 1966, by and between
GENEVA ETHEL WALL (SINGLE) AND JOYCE S WALL (WIDOW)
of FORSYTH County, first party ROBERT H. SAPP Trustee, second party,
and G. F. ALUMINUM PRODUCTS CO., third party.

WITNESSETH, That whereas the first party is indebted to third party in the sum of
Two thousand nine hundred seventy four and 44/100 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 84 monthly installments of equal amounts, except the last, which is the same or of a lesser amount,
beginning May 5th, 1966, 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 bargained, 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 WINSTON Township, FORSYTH County,
described as follows: BEGINNING AT AN IRON STAKE IN THE EAST RIGHT-OF-WAY LINE OF
RURAL HALL ROAD ON NORTH CHERRY ST EXTENSION, FORMERLY KNOWN AS THE WINSTON
SALEM-STUART HIGHWAY, SAID BEGINNING POINT BEING THE NORTHWEST CORNER OF
LOT NO. 12 ON THE MAP HEREINAFTER REFERRED TO, RUNNING THENCE WITH THE
EAST LINE OF RURAL HALL ROAD, NORTH 13 DEG. 02' EAST 93.75 FEET TO AN IRON
STAKE; THENCE SOUTH 85 DEG. 17' EAST 161.9 FEET TO AN IRON STAKE, THE
NORTHWEST CORNER OF THE LOT CONVEYED TO THE TRUSTEES OF FOREST
HILLS FIRE DEPARTMENT, 1300K 834, PAGE 382; THENCE WITH THE WEST LINE
OF SAID ROAD, SOUTH 1 DEG. 26' WEST 84.55 FEET TO AN IRON STAKE IN THE
NORTH LINE OF LOT NO. 12; THENCE WITH THE NORTH LINE OF LOT NO. 12
NORTH 88 DEG. 54' WEST 180.6 FEET TO THE POINT OF BEGINNING AND BEING
THE SOUTHWEST PORTION OF LOT NO. 13 AS SHOWN ON THE MAP OF MARVIN GROVE
WHICH SAID MAP IS RECORDED IN PLAT 1300K 3, PAGE 40, OFFICE OF THE
REGISTER OF DEEDS OF FORSYTH COUNTY, NORTH CAROLINA.
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 hereinbefore 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 unac-
ceptable 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 adver-
tisement, 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, other-
wise 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

State of North Carolina

County of FORSYTH

I, Edith S. Mallard, a Notary Public of Forsyth County, North Carolina,
County of North Carolina, certify that JAMES TANZERI personally appeared before me this day,
(Name of subscribing witness)

and being duly sworn, stated that in his presence GENEVA ETHEL WALL AND JOYCE S. WALL
(Names of makers)

signed the foregoing instrument.

WITNESS my hand and official seal, this 7th day of March, 1966.

My commission expires: Edith S. Mallard Notary Public

My Commission Expires March 1, 1968

OF BOX 950 274

United States Finance Co Inc
C.E. Bradshaw, Atty
July 25 69
L.P. Spear
all

DEED OF TRUST

16

File # 100-274

The original of this instrument with the notes or bonds secured thereby having this day been exhibited to the undersigned marked paid and satisfied by United States Finance Co Inc
By C. E. Bratshaw, avp
as required by law, the same is hereby cancelled of record. B. 1907
authority contained in Section 45-37 of the General Laws of the State of New York.
This July 25, 1909
[Signature] Spear
an

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

STATE OF NORTH CAROLINA COUNTY OF FORSYTH
 FOR VALUE RECEIVED, PAUL L. FULTON of G. F. ALUMINUM PRODUCTS CO.
 does hereby transfer, assign, and set over to the UNITED STATES FINANCE COMPANY, INC.
 its successors and assigns, the within Deed of Trust and the Note which same secures without recourse.
 DATED this 7th day of MARCH, 1966.
 (Corporate Seal) By: Paul L. Fulton
 Secretary (If Corporation) President, Owner, Partner

STATE OF _____ COUNTY OF _____
 I, _____ Notary Public, certify that _____ came
 before me this day and acknowledged that he/she is _____ of _____
 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 _____ sealed with its corporate seal and attested by himself/herself as its _____
 SWORN to before me this _____ day of _____, 19 _____

NOTARY PUBLIC L. S.
My Commission Expires:

NORTH CAROLINA, Forsyth COUNTY (Name of State and County where acknowledgment or proof is taken)
I, Edith S. Mallard, a Notary Public of Forsyth County, North Carolina,
(Name of County and State where Notary qualified)
certify that Paul L. Fulton trading as H. F. Aluminum Products Co.
(Name of owner or partner) a partner of (Name of business)
the grantor, personally appeared before me this day and acknowledged the due execu-
tion of the foregoing instrument for and on behalf of said business.
WITNESS my hand and official seal this 7th day of March, 1966.
Seal must appear here.
Seal must be impressed sufficient
for the notary's name to be readable.
Paul L. Fulton Edith S. Mallard
(Signature of Officer) Notary Public
My commission expires March 1, 1968

NORTH CAROLINA, FORSYTH COUNTY: The foregoing certificate of Edith S. Mallard
a notary public of Forsyth County, North Carolina, is adjudged to be correct.
Let the instrument and the certificate be registered.

No. 5824 C. S. C. Fee 25c paid. FILED FOR RECORD
CLERK OF DISTRICT COURT
JUNICE AYERS
CLERK OF DEEDS
T. H. C. W. L. Dunn, Deputy

Filed for registration at _____ o'clock _____ M., 19_____, and registered in the
Office of the Register of Deeds of Forsyth County, North Carolina in Book _____, Page _____.

Fee \$ 3.00 paid.
Form 111

By _____, Deputy
Register of Deeds

by that the within Deed of Trust
 word in my office at
 day of
 19....., said was
 entered upon the proper indices
 ded in Book at
 original, page
 books for County
 Return To: _____

NEED OF TRUST

To

OF NORTH CAROLINA
V. OF

ATL 950-275