

NORTH CAROLINA, FORSYTH COUNTY

12

THIS INDENTURE, Entered into this 30 day of APRIL, 1966

JAMES R. SESSIONS AND WIFE JANETTE C. SESSIONS
of FORSYTH County, first party R. BEVERLY R. WEBB 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

Four thousand three hundred forty three 76/100 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 72 monthly installments of equal amounts, except the last, which is the same or of a lesser amount,
beginning June 29, 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: BEING KNOWN AND DESIGNATED AS LOT 13 ON THE MAP OF W. A. SHORE PROPERTY, AS RECORDED IN PLAT BOOK 3, PAGE 67, IN THE OFFICE OF THE REGISTER OF DEEDS OF FORSYTH COUNTY, NORTH CAROLINA, TO WHICH REFERENCE IS MADE FOR A MORE PARTICULAR DESCRIPTION.

THIS IS THE SAME PROPERTY AS THAT DESCRIBED IN A DEED OF TRUST FROM JAMES R. SESSIONS AND WIFE, JANETTE C. SESSIONS TO CHARLES C. CAMERON, TRUSTEE, AND CAMERON - BROWN COMPANY, RECORDED IN DEED OF TRUST BOOK 940, PAGE 632, DATED AND RECORDED NOVEMBER 4, 1965, IN THE OFFICE OF THE REGISTER OF DEEDS OF FORSYTH COUNTY, NORTH CAROLINA. THIS PROPERTY IS SHOWN ON THE FORSYTH COUNTY TAX MAP AS LOT 13, BLOCK 1028, WINSTON TOWNSHIP.

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 money 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 money 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 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.

James R. Sessions (SEAL)
Janette C. Sessions (SEAL)
WITNESS James C. Brazier

State of North Carolina
County of FORSYTH
I, Edith S. Mallard, a Notary Public of Forsyth County, North Carolina, certify that James C. Brazier personally appeared before me this day, and being duly sworn, stated that in his presence JAMES R. SESSIONS AND HIS WIFE JANETTE C. SESSIONS (Names of makers)

signed the foregoing instrument.
WITNESS my hand and official seal, this the 30th day of April, 1966.
My commission expires: My Commission Expires March 1, 1968
Edith S. Mallard Notary Public

5588
BOOK 954 PAGE 458
Alcoa Credit Company Assignee
Sept 26, 68
J. S. Spence

mail to: Alcoa Credit Co. Subsidiary of Alcoa, P.O. Box 4407
DEED OF TRUST Charlotte Station
12 Charlotte, N.C. 28204 74678

NORTH CAROLINA, FORSYTH COUNTY

THIS INDENTURE, Entered into this 30 day of APRIL, 1966 by and between
JAMES R. SESSIONS AND WIFE JANETTE C. SESSIONS
of FORSYTH County, first party R. BEVERLY R. WEBB Trustee, second party,
and E. F. ALUMINUM PRODUCTS CO., third party.

WITNESSETH, That whereas the first party is indebted to third party in the sum of
Four thousand three hundred forty three and 76/100 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 72 monthly installments of equal amounts, except the last, which is the same or of a lesser amount,
beginning June 29, 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 bar-
gained, 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: BEING KNOWN AND DESIGNATED AS LOT 13 ON THE MAP OF W. A.
SHORE PROPERTY, AS RECORDED IN PLAT BOOK 3, PAGE 64 IN THE OFFICE OF THE
REGISTER OF DEEDS OF FORSYTH COUNTY, NORTH CAROLINA, TO WHICH REFERENCE
IS MADE FOR A MORE PARTICULAR DESCRIPTION

THIS IS THE SAME PROPERTY AS THAT DESCRIBED IN A DEED OF TRUST FROM
JAMES R. SESSIONS AND WIFE, JANETTE C. SESSIONS TO CHARLES C. CAHERON,
TRUSTEE, AND CAHERON - BROWN COMPANY, RECORDED IN DEED OF TRUST BOOK
940, PAGE 632, DATED AND RECORDED NOVEMBER 4, 1965, IN THE OFFICE OF THE
REGISTER OF DEEDS OF FORSYTH COUNTY, NORTH CAROLINA. THIS PROPERTY
IS SHOWN ON THE FORSYTH COUNTY TAX MAP AS LOT 13, BLOCK 1028, WINSTON
TOWNSHIP

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 monies 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 6% 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 trustee, 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
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.

James R. Sessions (SEAL)

WITNESS: James C. Ringer (SEAL) Janette C. Sessions (SEAL)

State of North Carolina

County of FORSYTH

I, Edith S. Mallard, a Notary Public of Forsyth

County, North Carolina, certify that James C. Ringer personally appeared before me this day,

and being duly sworn, stated that in his presence JAMES R. SESSIONS AND HIS WIFE JANETTE C. SESSIONS
(Names of makers)

signed the foregoing instrument.

WITNESS my hand and official seal, this the 30th day of April, 1966.

My commission expires: My Comm. 1968 Edith S. Mallard Notary Public

5588

D. T. 954 PAGE 458

Alcoa Credit Company assignee
J. M. Ringer, Notary Public
Sept 26, 68
J. R. Spear
and

V

mail to: Alcoa Credit Co. Subsidiary of Alcoa, P.O. Box 4407
DEED OF TRUST Charlotte Station
Charlotte, N.C. 28204 ✓



NORTH CAROLINA COUNTY

THIS INSTRUMENT is made this _____ day of _____ 19____ between _____

_____ Party,

_____ Party,

_____ Party,

_____ Party,

_____ Party,

_____ Party,

_____ Party,

_____ Party,

_____ Party,

_____ Party,

_____ Party,

_____ Party,

_____ Party,

_____ Party,

_____ Party,

_____ Party,

_____ Party,

_____ Party,

_____ Party,

_____ Party,

_____ Party,

_____ Party,

_____ Party,

_____ Party,

_____ Party,

_____ Party,

_____ Party,

_____ Party,

_____ Party,

_____ Party,

_____ Party,

_____ Party,

_____ Party,

_____ Party,

_____ Party,

_____ Party,

_____ Party,

_____ Party,

_____ Party,

_____ Party,

_____ Party,

_____ Party,

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 *Alcoa Credit Company, Assignee*
J. M. Dwyer, Notary
Sept 26, 68
J. E. Spear
and

STATE OF NORTH CAROLINA, COUNTY. I, a Notary Public do hereby certify that personally appeared before me this day and acknowledged the due execution of the foregoing instrument, for the purposes therein expressed. Witness my hand and notarial seal, this day of A. D., 19 My commission expires: Notary Public

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

ASSIGNMENT

STATE OF NORTH CAROLINA COUNTY OF FORSYTH FOR VALUE RECEIVED, PAUL L. FULTON of G.F.F. ALUMINUM PRODUCTS CO. does hereby transfer, assign, and set over to the ALCOA CREDIT CO. its successors and assigns, the within Deed of Trust and the Note which same secures, without recourse. DATED this 30 day of APRIL, 1966. (Corporate Seal) G.F.F. ALUMINUM PRODUCTS CO. Paul L. Fulton President, Owner, Partner Secretary (If Corporation)

(Corporate Acknowledgement)

STATE OF COUNTY OF 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:

(Partnership or Sole Owner Acknowledgement)

STATE OF NORTH CAROLINA COUNTY OF FORSYTH PAUL L. FULTON

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 a partner of G.F.F. ALUMINUM PRODUCTS CO. (Name of owner or partner) (Name of business)

the grantor, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for and on behalf of said business.

WITNESS my hand and official seal this 30 day of APRIL, 1966.

Seal must appear here. Seal must be impressed sufficient for the notary's name to be readable.

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. This 16 day of May, 1966

No. 913 C. S. C. Fee 25c paid. Eunice Ayers, Deputy Clerk Superior Court

Filed for registration at 5'clock, 19, and registered in the

Office of the Register of Deeds of Forsyth County, North Carolina in Book, Page

Eunice Ayers, Register of Deeds

Fee \$ 30 paid. Form 111

DEPUTY BOOK 954 By PAGE 459 Deputy Register of Deeds

TRUST

on the proper indices

19

within Deed of Trust

office at

804

100

DEED OF TRUST