

V

FORSYTH COUNTY

This instrument, bearing date 17 day of DECEMBER, 1965, by and between EDITH V. ANDERSON AND HUSBAND WILLIAM B. ANDERSON of FORSYTH County, first party ROBERT H. SAPP as Trustee, second party, and the holder of the note herein described, third party:

WITNESSETH, That whereas the first party is indebted to third party in the sum of Six thousand five hundred forty one and 08/100 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 \$ 77.87 each, beginning January 25

19 66 and continuing on the same day of each successive month thereafter until the full amount has been paid, with interest after maturity of the note at the rate of 6% per annum, 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 KERNERSVILLE Township, FORSYTH County, described in deed from DILLON AND HASTINGS REAL ESTATE to EDITH V. ANDERSON dated MAY, 1960 and recorded in Book 806 at Page 32 in the office of the Register of Deeds for FORSYTH County.

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 specified of 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 said second party to advertise at the courthouse door in the County in which said land is located, for thirty days immediately preceding such sale, and in some newspaper published in said County at least once a week for four weeks, appointing, a day and place of sale 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 lands to the purchaser in fee simple.

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 insured in at least the face amount of the note hereby secured plus the amount of all other encumbrances against loss by fire and extended coverage for the benefit of the trustee herein as his 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, or to remove any prior liens or encumbrances, 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.

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.

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.

ATTEST James C. Penzler Edith V. Anderson (SEAL)  
William B. Anderson (SEAL)

STATE OF NORTH CAROLINA, Forsyth COUNTY.

I, Thomas S. Skraft, a Notary Public do hereby certify that Edith V. Anderson and William B. Anderson 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 17 day of Dec, A.D. 1965.  
My commission expires: My Commission Expires Oct. 15, 1966 Thomas Skraft NOTARY PUBLIC

STATE OF NORTH CAROLINA COUNTY OF Forsyth  
I, Thomas S. Skraft, a Notary Public of Forsyth County, North Carolina, certify that James C. Penzler personally appeared before me this day, (NAME OF SUBSCRIBING WITNESS)

and being duly sworn, stated that in his presence EDITH V. ANDERSON AND HUSBAND WILLIAM B. ANDERSON signed the foregoing instrument. (NAMES OF MAKERS)

WITNESS my hand and official seal, this 17 day of December, 1965.  
My commission expires: My Commission Expires Oct. 15, 1966 Thomas Skraft NOTARY PUBLIC

STATE OF NORTH CAROLINA COUNTY.

The foregoing certificate of Thomas S. Skraft, a Notary Public of Forsyth County, is adjudged to be correct. Therefore, let the instrument, with the certificates be registered.

Witness my hand, this 17 day of December, A.D., 1965.

CLERK SUPERIOR COURT

BOOK 959 PAGE 111

The original of this instrument with the notes or bonds secured thereby having been exhibited to the undersigned marked paid and satisfied by Commonwealth Financial Corp, assignee B. Maurice Bonow, Asst. D.P. as required by law. It is hereby certified by virtue of authority contained in Section 45-37 of the General Statutes of N. C. This July 11 73 Shirley Williams Deputy Register of Deeds

mail to: Atlas Fin Corp 7320 Old York Rd W- 57807 ✓  
Philadelphia, Pa. 19126  
DEED OF TRUST  
NORTH CAROLINA 9 FORSYTH COUNTY

THIS INDENTURE, Entered into this 17<sup>th</sup> day of DECEMBER, 1965 by and between  
EDITH V. ANDERSON AND HUSBAND WILLIAM B. ANDERSON  
of FORSYTH County, first party ROBERT H. SAPP as Trustee, second party,  
and the holder of the note herein described, third party:

WITNESSETH, That whereas the first party is indebted to third party in the sum of Six thousand  
five hundred forty one and 08/100 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 \$ 77.87 each, beginning January 25

1966 and continuing on the same day of each successive month thereafter until the full amount has been paid, with interest after  
maturity of the note at the rate of 6% per annum, and it has been agreed that the payment of said debt shall be secured by the con-  
veyance 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 KERNERSVILLE Township, FORSYTH County,  
described in deed from DILLON AND HASTINGS REAL ESTATE  
to EDITH V. ANDERSON

dated MAY, 1960 and recorded in Book 800 at Page 32  
in the office of the Register of Deeds for FORSYTH County.

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 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 said second party to advertise at the courthouse door in the County in which said land is located, for thirty days immediately  
preceding such sale, and in some newspaper published in said County at least once a week for four weeks, appointing, a day and place of sale 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 lands to the purchaser in fee  
simple.

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 dis-  
charge 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 insured  
in at least the face amount of the note hereby secured plus the amount of all other encumbrances against loss by fire and extended coverage for the  
benefit of the trustee herein as his 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, or to remove any prior liens or encumbrances, 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.

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.

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.

ATTEST James C. Ponzeli (SEAL)  
Edith V. Anderson (SEAL)  
William B. Anderson (SEAL)

STATE OF NORTH CAROLINA, Forsyth COUNTY.

I, Thomas S. Craft, a Notary Public do hereby certify that  
Edith V. Anderson and William B. Anderson 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 17 day of December, A.D., 1965.  
My commission expires: My Commission Expires Oct. 5, 1966  
Thomas S. Craft  
NOTARY PUBLIC

STATE OF NORTH CAROLINA, Forsyth COUNTY OF Forsyth  
I, Thomas S. Craft, a Notary Public of Forsyth  
County, North Carolina, certify that James C. Ponzeli personally appeared before me this day,  
(NAME OF SUBSCRIBING WITNESS)

and being duly sworn, stated that in his presence EDITH V. ANDERSON AND HUSBAND WILLIAM B. ANDERSON  
(NAMES OF MAKERS)  
signed the foregoing instrument.

WITNESS my hand and official seal, this 17 day of December, 1965.  
My commission expires: My Commission Expires Oct. 5, 1966  
Thomas S. Craft  
NOTARY PUBLIC

STATE OF NORTH CAROLINA, Forsyth COUNTY.

The foregoing certificate of, Thomas S. Craft, a Notary Public of Forsyth  
County, is adjudged to be correct. Therefore, let the instrument, with the certificates be registered.

Witness my hand, this 17 day of December, A.D., 1965.

CLERK SUPERIOR COURT

BOOK 959 PAGE 111

The original of this instrument with the notes or bonds secured thereby  
having been exhibited to the undersigned marked paid and  
satisfied by Commonwealth Financial Corp, assignee  
B: Maurice Bonow, Asst. D.P.  
as required by law, same is hereby cancelled of record by virtue of  
authority contained in Section 45-37 of the General Statutes of N. C.

This July 11, 1973  
Shirley Williams  
Deputy Register of Deeds

mail to: Atlas Fin Corp 7320 Old York Rd Phila, Pa. 19126 DEED OF TRUST 9 FORSYTH COUNTY NORTH CAROLINA

THIS INDENTURE, Entered into this 17<sup>th</sup> day of DECEMBER, 1965 by and between EDITH V. ANDERSON AND HUSBAND WILLIAM B. ANDERSON of FORSYTH County, first party, ROBERT H. SAPP as Trustee, second party, and the holder of the note herein described, third party:

WITNESSETH, That whereas the first party is indebted to third party in the sum of Five thousand four hundred forty one and 25/100 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 24 monthly installments of \$ 77.27 each, beginning January 25

19 66 and continuing on the same day of each successive month thereafter until the full amount has been paid, with interest after maturity of the note at the rate of 6% per annum, 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 KERNERSVILLE Township, FORSYTH County, described in deed from DILLON AND HASTINGS REAL ESTATE to EDITH V. ANDERSON dated MAY, 19 60 and recorded in Book 27 at Page 32 in the office of the Register of Deeds for FORSYTH County.

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 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 said second party to advertise at the courthouse door in the County in which said land is located, for thirty days immediately preceding such sale, and in some newspaper published in said County at least once a week for four weeks, appointing, a day and place of sale 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 lands to the purchaser in fee simple.

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 insured in at least the face amount of the note hereby secured plus the amount of all other encumbrances against loss by fire and extended coverage for the benefit of the trustee herein as his 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, or to remove any prior liens or encumbrances, 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.

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.

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.

ATTEST: James C. [Signature] (SEAL) [Signature] (SEAL)

STATE OF NORTH CAROLINA, [Signature] COUNTY.

I, [Signature], a Notary Public do hereby certify that [Signature] 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 17 day of DECEMBER, A.D., 19 65. My commission expires My Commission Expires Oct. 1, 1968 NOTARY PUBLIC

STATE OF NORTH CAROLINA COUNTY OF [Signature]

I, [Signature], a Notary Public of [Signature] County, North Carolina, certify that [Signature] personally appeared before me this day, (NAME OF SURVIVING WITNESS)

and being duly sworn, stated that in his presence EDITH V. ANDERSON AND HUSBAND WILLIAM B. ANDERSON signed the foregoing instrument. (NAMES OF MAKERS)

WITNESS my hand and official seal, this 17 day of DECEMBER, 19 65. My commission expires My Commission Expires Oct. 1, 1968 NOTARY PUBLIC

STATE OF NORTH CAROLINA COUNTY.

The foregoing certificate of [Signature], a Notary Public of [Signature] County, is adjudged to be correct. Therefore, let the instrument, with the certificates be registered.

Witness my hand, this 17 day of DECEMBER, A.D., 19 65.

959 PAGE 111 CLERK SUPERIOR COURT

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 Commonwealth Financial Corp, assignee B: Maurice Bonow, Asst. D.P. as required by law, the same is hereby cancelled of record by virtue of authority contained in Section 45-37 of the General Statutes of N. C. This July 11, 19 73 Shirley Williams Deputy Register of Deeds



STATE OF NORTH CAROLINA  
COUNTY OF FORSYTH

ASSIGNMENT

FOR VALUE RECEIVED G. & F. ALUMINUM PRODUCTS CO. hereby transfer, assign,  
and set over to the Atlas Suburban Village its successors and assigns, the within  
Deed of Trust and the note which same secures, without recourse.  
DATED this 17<sup>th</sup> day of DECEMBER, 1965.

IN THE PRESENCE OF:

David H. Baker  
James E. Ranzon

G. & F. ALUMINUM PRODUCTS CO.  
By Paul L. Fulton Title Partner

STATE OF NORTH CAROLINA  
COUNTY OF FORSYTH

PERSONALLY appeared before me PAUL L. FULTON, who being  
duly sworn according to law, deposes and says that the aforementioned assignment is his (her) act and deed and that he (she) delivered  
the aforementioned assignment to the assignee, and that he (she) desires the same to be recorded.

Paul L. Fulton

SWORN to before me this

day of

December, 1965  
Thomas S. Cuyt (L.S.)  
NOTARY PUBLIC

My Commission Expires Oct. 5, 1968

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 G. & F. Aluminum Products Co.  
(Name of owner or partner) a partner (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 28<sup>th</sup> day of March, 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

My commission expires

NORTH CAROLINA, FORSYTH COUNTY: The foregoing certificate of Thomas S. Cuyt by Edith S. Mallard  
M.H. 25 a notary public of Forsyth County, North Carolina, is adjudged to be correct.

Let the instrument and the certificate be registered.

No. 63741 C. S. C. Fee 50¢ paid.

Filed for registration at 10 o'clock AM, 1966

Office of the Register of Deeds of Forsyth County, North Carolina in Book 112, Page 112

Eunice Ayers, Register of Deeds

Fee \$ 3.00 paid.

Form 111

By Deputy Deputy  
Register of Deeds

DEED OF TRUST	
TO	
MAILING ADDRESS	
day of _____, 19____	
distraction on the _____, 19____, at _____	
County, N.C., _____	
M., and registered in the office of Register _____	
day of _____, 19____, at _____	
in Book _____, on _____	
of Real Estate Mortgages.	
Register of Deeds	
FEES:	
D.T. BOOK 959 PAGE 112	