



NORTH CAROLINA

20462
Forsyth

DEED OF TRUST
1
Forsyth County

THIS INDENTURE, Entered into this 22 day of July, 1966 by and between

Angeline W. Anderson and Webster Connor
of Forsyth County, first party R. Beverly R. Webb
and H. & J. Aluminium, Inc. Trustee, second party,
third party.

WITNESSETH, That whereas the first party is indebted to third party in the sum of One thousand three hundred fifty five and 94/100 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 54 monthly installments of equal amounts, except the last, which is the same or of a lesser amount, beginning January 5, 1967, 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 Middlefork 2 Township, Forsyth County, described as follows: LYING AND BEING IN MIDDLEFORK 2 TOWNSHIP, FORSYTH COUNTY, N.C. BEGINNING AT A STAKE IN THE NORTH MARGIN OF PROSPECT DRIVE, THE SOUTHEAST CORNER OF LOT NO. 2 ON THE HEREINAFTER NAMED MAP, RUNNING THENCE ALONG THE EASTERN LINE OF SAID LOT NO. 2 A DISTANCE OF 171 FT. TO THE NORTHEAST CORNER OF SAID LOT NO. 2 AND CONTINUING NORTH 4 DEGREES WEST 185 FT. TO A STAKE IN THE SOUTH MARGIN OF HOME DRIVE, THENCE NORTH 95 DEGREES FIFTY MINUTES EAST 140 FT. TO A STAKE, SAID STAKE BEING 125 FT. FROM CARVER DRIVE, THENCE SOUTH 4 DEGREES EAST 354.55 FEET TO A STAKE IN THE NORTH MARGIN OF PROSPECT DRIVE SAID STAKE BEING 200 FEET DISTANT FROM CARVER DRIVE, THENCE ALONG THE NORTH MARGIN OF PROSPECT DRIVE SOUTH 84 DEGREES 51 MINUTES WEST 140' TO A STAKE AT THE POINT OF BEGINNING, BEING ALL OF LOT 1 AND AN UNNUMBERED LOT OF EQUAL WIDTH EXTENDING NORTHWARDLY TO HOME DRIVE AS SHOWN ON THE MAP OF ANGELENE ANDERSON'S PROPERTY IN PLAT BOOK 16 AT PAGE 205, ALSO KNOWN AS LOTS 1 AND 101 IN BLOCK 3202 FORSYTH COUNTY TAX MAPS

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 assigns, 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 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.

Webster Connor (SEAL)

Angeline W. Anderson (SEAL)

WITNESSES: B. E. Miller

State of North Carolina

County of Forsyth

I, Edith S. Mallard, a Notary Public of Forsyth County, North Carolina, certify that

(Name of subscribing witness)

personally appeared before me this day,

and being duly sworn, stated that in his presence Angeline W. Anderson and Webster Connor (Names of makers)

signed the foregoing instrument.

WITNESS my hand and official seal, this the 22 day of July, 1966

My commission expires: My Commission Expires March 1, 1969

Notary Public

5588

Book 961 PAGE 165

Gless Credit Co assigned
June 1, 1972
J. C. Frost and B. A. Lake
C. W. M. Jr.

20462
Envelope
Mail To
DEED OF TRUST
O. O. Box 4407
Charlotte, N.C. 28204



NORTH CAROLINA,

Forsyth

COUNTY

THIS INDENTURE, Entered into this 22 day of July, 1966 by and between

Angeline H. Anderson and Webster Connor

of Forsyth County, first party R. Beverly R. Webb Trustee, second party,

and R & J Aluminum, Inc. , third party.

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

three hundred fifty five 94/100 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 54 monthly installments of equal amounts, except the last, which is the same or of a lesser amount,

beginning January 5, 1967, 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 Middlefork 2 Township, Forsyth County,

described as follows: LOT NO 2 AND BEING IN MIDDLEFORK 2 TOWNSHIP, FORSYTH COUNTY, N.C. BEGINNING AT A STAKE IN THE NORTH MARGIN OF PROSPECT DRIVE, THE SOUTHEAST CORNER OF LOT NO 2 ON THE HEREINAFTER NAMED MAP, RUNNING THENCE ALONG THE EASTERN LINE OF SAID LOT NO 2 A DISTANCE OF 175 FT. TO THE NORTHEAST CORNER OF SAID LOT NO 2 AND CONTINUING NORTH 45 DEGREES WEST 125 FT. TO A STAKE IN THE SOUTH MARGIN OF HOME DRIVE, THENCE NORTH 95 DEGREES FIFTY MINUTES EAST 140 FT. TO A STAKE, SAID STAKE BEING 125 FT FROM CARVER DRIVE, THENCE SOUTH 4 DEGREES EAST 354.55 FEET TO A STAKE IN THE NORTH MARGIN OF PROSPECT DRIVE, SAID STAKE BEING 200 FEET DISTANT FROM CARVER DRIVE, THENCE ALONG THE NORTH MARGIN OF PROSPECT DRIVE SOUTH 84 DEGREES 51 MINUTES WEST 140 FT. TO A STAKE AT THE POINT OF BEGINNING.

BEING ALL OF LOT 1 AND AN UNNUMBERED LOT OF EQUAL WIDTH EXTENDING NORTHWARDLY TO HOME DRIVE AS SHOWN ON THE MAP OF ANGELENE ANDERSON'S PROPERTY IN PLAT BOOK 16 AT PAGE 225, ALSO KNOWN AS LOT 1 AND 2, IN BLOCK 3122 FORSYTH COUNTY TAX MAPS.

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 assigns, 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 no 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 trustee, 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.

Angeline H. Anderson (SEAL)
Webster Connor (SEAL)

WITNESS: R. Beverly R. Webb (SEAL)
R & J Aluminum, Inc. (SEAL)

State of North Carolina
County of Forsyth
I, Edith S. Maloney, a Notary Public of Forsyth County, North Carolina, certify that R. Beverly R. Webb personally appeared before me this day,

and being duly sworn, stated that in his presence Angeline H. Anderson and Webster Connor (Names of makers)

signed the foregoing instrument.

WITNESS my hand and official seal, this the 22 day of July, 1966

My commission expires: My Comm. Expires 12-31-1969 Edith S. Maloney Notary Public

5588
Book 961 Page 165
Gless Credit Co Assignee
June 1, 1972
J. C. Frost and B. A. Lake
Trustee

Envelope
Mail 70
DEED OF TRUST
2004/6/2
Alcoa Cr. Co.
P.O. Box 4407
Charlotte, N.C. 28207



NORTH CAROLINA,

COUNTY

THIS INDENTURE, Entered into this _____ day of _____, 19____, by and between

of _____

and _____

WITNESSETH that _____

_____ said first party has executed and delivered to _____

_____ of a lesser amount, _____

_____ has been agreed _____

WITHEREBY _____

_____ as follows _____

IN TESTIMONY WHEREOF _____

WITNESS _____

State of North Carolina

County of _____

County, North Carolina, certifying that _____

and being duly sworn, stated that in his presence _____

signed the foregoing instrument.

WITNESS my hand and official seal this _____ day of _____

My commission expires _____

The original of this instrument with the note secured thereby having been exhibited to undersigned _____
marked _____ by _____
a _____ is hereby cancelled _____
By _____
Jesse Credit Co. Aug 1927
J. C. Spurr
A. Lake
Ermer

STATE OF NORTH CAROLINA,

COUNTY.

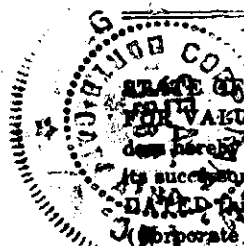
I, _____, a Notary Public do hereby certify that _____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument, for the purposes therein expressed. Witness my hand and notarial seal, this _____ day of _____, A. D., 19____. My commission expires: _____ Notary 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
North Carolina
COUNTY OF Forsyth
FOR VALUE RECEIVED, _____ of _____, Inc.
do hereby transfer, assign, and set over to the _____
its successors and assigns, the within Deed of Trust and the Note which same secures, without recourse.
DATED the 22 day of July, 1966.
(Corporate Seal)
Secretary (If Corporation)
H & J Aluminum, Inc.
Frank L. Gustin
President, Owner, Partner

STATE OF NORTH CAROLINA, Forsyth COUNTY

(Name of State and County where acknowledgment or proof is taken)

This 22 day of July, A.D., 1966, personally came before me, Edith S. Mallard, a notary public, Frank L. Gustin, who, being by me duly sworn, says that he is the President of the H & J Aluminum, Inc., and that the seal affixed to the foregoing or annexed instrument in writing is the Corporate Seal of said Corporation, and that said writing was signed and sealed by him in behalf of said Corporation by its authority duly given. And the said Frank L. Gustin

acknowledged the said writing to be the act and deed of said Corporation. I do certify that I am not a party to the attached instrument.

WITNESS my hand and official seal, this 22 day of July, 1966, Edith S. Mallard, Notary Public

My commission expires March 1, 1968

STATE OF 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. 6684 C. S. C. Fee 50¢ paid, This 19 day of August, 1966, Eunice Ayers, Deputy Clerk of Superior Court

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 \$ 300 paid.
Form 26-1M-11-62-Sun Ptg. Co.

Eunice Ayers, Register of Deeds

By _____, Deputy Register of Deeds

Return To: _____
North Carolina.
Register of Deeds for _____ County,
Real Estate Mortgage, page _____
and duly recorded in Book _____
Immediately entered upon the proper indexes
on the _____, 19____, and was
was filed for record in my office at _____ o'clock
I hereby certify that the within Deed of Trust
DEED OF TRUST

STATE OF NORTH CAROLINA
COUNTY OF _____
TO _____

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, does hereby transfer, assign, and set over to the its successors and assigns, the within Deed of Trust and the Note which same secures, without recourse. DATED this 22 day of July, 1966. Y & J Aluminum, Inc. President, Owner, Partner

STATE OF NORTH CAROLINA, FORSYTH COUNTY (Name of State and County where acknowledgment or proof is taken)

This 22 day of July, A.D., 1966, personally came before me, Edith S. Mallard, a notary public, T. L. Gustin, who, being by me duly sworn, says that he is the President of the Y & J Aluminum, Inc., and that the seal affixed to the foregoing or annexed instrument in writing is the Corporate Seal of said Corporation, and that said writing was signed and sealed by him in behalf of said Corporation by its authority duly given. And the said T. L. Gustin

acknowledged the said writing to be the act and deed of said Corporation. I do certify that I am not a party to the attached instrument.

WITNESS my hand and official seal, this 22 day of July, 1966, Edith S. Mallard, Notary Public

My commission expires March 1, 1968

STATE OF 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. 508 C. S. C. Fee 50¢ paid. This 19 day of August, 1966, T. L. Gustin, Deputy Clerk of Superior Court, and registered in the

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

Fee \$ 3.00 paid. Form 26-1M-11-62-Sun Ptg. Co.

Eunice Ayers, Register of Deeds

By, Deputy Register of Deeds

I hereby certify that the within Deed of Trust was filed for record in my office at o'clock on the day of 19 and was immediately entered upon the proper indexes and duly recorded in Book of Real Estate Mortgages, page of Register of Deeds for County, North Carolina. Return To:

DEED OF TRUST

TO

STATE OF NORTH CAROLINA
COUNTY OF