

That the said first party has agreed to pay to the said second party the sum of Five hundred twenty five 00/100 DOLLARS, which said first party has accepted and agreed to be delivered to said first party one note of even date herewith for said amount, payable in 24 monthly installments of equal payments, except the first, which is the sum of a higher amount, beginning December 20, 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 \$525.00 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 Harrisville Township, Foray County, North Carolina, beginning at an iron on the North side of County Road #202, being 10 mile from center of Valley School Road, also being South 47 deg. 41 West 248.5 ft. from intersection of C.R. Eller's driveway and County Road #202; thence North 00 deg. 30 West 285.3 ft. to an iron, a new line in the Earnest Vanhoy property; thence South 85 deg. 01 East 194 ft. to an iron bounded by C.R. Eller's property; thence South 04 deg. 55 West 100 ft. to an iron bounded by C.R. Eller's drive; thence South 47 deg. 41 West 248.5 ft. with road to point of beginning following County Road #202. Being a part of an 84 acre tract of land conveyed to Earnest Vanhoy and wife Ruth Vanhoy by John Lewis Martin by deed February 1, 1959, and recorded in deed book 445, page 43.

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 money due, it shall be lawful for, and the duty of, the said party of the second part, or its assignee, 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; and on each day, therein appointing a day and place of sale, and at each 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 to the full value of the property, and the third party, or its assignee, shall be entitled to receive as prima facie evidence of such fact, if said first party shall pay all said taxes and assessments and discharge fully the trust, as herein declared, before such sale, then this instrument shall become null and void, otherwise to remain in full force and effect.

The parties hereto do covenant and agree that if the trustee dies, becomes incapable of acting, renounces his trust, or for other reason becomes unavailable to the third party, then the third party, or its assignee, 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 recited 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 conveying of the land to the purchaser, shall be received as prima facie evidence of such fact; if said first party shall pay all said taxes and assessments and discharge fully the trust, 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 possessor 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 whatsoever; 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 herewith subscribe its respective names and affix its seals.

David E. Vanhoy (SEAL)

Ruth B. Vanhoy (SEAL)

WITNESSES: M. L. Beck

State of North Carolina
County of Foray
I, Edith S. Mallard, Clerk of said County, do hereby certify that M. L. Beck personally appeared before me this day, and being duly sworn, stated that in his presence David E. Vanhoy and Ruth B. Vanhoy (names of makers) signed the foregoing instrument.

Witness my hand and official seal this 22 day of October, 1966.
By Edith S. Mallard, Clerk

Notary Public
My commission expires March 1, 1968
W. H. 005

Mail To: Alex C. Co. 30 Box 4407 Charlotte Station 28204
DEED OF TRUST
Forsyth County 17

NORTH CAROLINA, COUNTY

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

David Ernest Van Hay and wife Ruth B. Van Hay
of Forsyth County, first party R. Beverly R. Webb Trustees, second party,
and D. & J. Aluminum, Inc. third party.

WITNESSETH, That whereas the first party is indebted to third party in the sum of Two thousand
three hundred twenty five 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 24 monthly installments of equal amounts, except the last, which is the same or of a lesser amount,

beginning December 20, 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 Kernersville Township, Forsyth County,
described as follows: Beginning at an iron on the North side of County Road #202, being
3/10 mile from center of Valley School Road, also being South 47 deg. 41 West
248.5 ft. from intersection of C.R. Eller's driveway and County Road #202; thence
North 00 deg. 30 West 285.3 ft. to an iron, a new line in the Earnest Vanhoy
property; thence South 85 deg. 01 East 194 ft. to an iron bounded by C.R. Eller's
property; thence South 04 deg. 55 West 100 ft. to an iron bounded by C.R. Eller's
drive; thence South 47 deg. 41 West 248.5 ft. with road to point of beginning
following County Road #202. Being a part of an 84 acre tract of land conveyed
to Earnest Vanhoy and wife Ruth Vanhoy by John Lewis Martin by deed February
1, 1939, and recorded in deed book 445, page 43.

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 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
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.

David E. Van Hay (SEAL)

WITNESS: M. L. Beck

(SEAL)

State of North Carolina

County of Forsyth

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

County, North Carolina, certify that M. L. Beck personally appeared before me this day,

and being duly sworn, stated that in his presence David E. Van Hay, Ruth B. Van Hay

(Names of makers)

signed the foregoing instrument.

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

My commission expires: My Commission Expires March 1, 1968 Edith S. Maxwell Notary Public

Prepared by Paul L. Luebke Book 965 PAGE 395

THE ORIGINAL OF THIS INSTRUMENT WITH THE NOTARY SEAL
HEREBY HAVING BEEN FILED FOR RECORD IN THE PUBLIC RECORDS
MARKED PAID BY THE COUNTY CLERK OF FORSYTH COUNTY, N.C.
AS REQUIRED BY THE ACT OF THE GENERAL ASSEMBLY OF 1957
RECORD, THE

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 H. J. Aluminum Inc. 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 22 day of Oct, 1966. (Corporate Seal) Secretary (If Corporation) President, Owner-Partner

STATE OF NORTH CAROLINA, Forsyth COUNTY (Name of State and County where acknowledgment or proof is taken) This 22 day of October, A.D., 1966, personally came before me, Edith S. Marshall, a notary public, Paul L. Fulton, who, being by me duly sworn, says that he is 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 Paul L. Fulton 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 October, 1966. Edith S. Marshall Notary Public My commission expires March 1, 1968 (Abbreviations MUST not be used)

STATE OF NORTH CAROLINA, FORSYTH COUNTY: The foregoing certificate of Edith S. Marshall a notary public of Forsyth County, North Carolina, is adjudged to be correct. Let the instrument and the certificate be registered. No. 5531 C. S. C. Fee \$50 paid. Filed for registration at 3:00 PM, 1966, and registered in the Office of the Register of Deeds of Forsyth County, North Carolina in Book 965, Page 396. Fee \$300 paid. Form 26-1M-11-62-Sun Ptg. Co. Eunice Ayers, Register of Deeds By Deputy Register of Deeds

DEED OF TRUST 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 at Real Estate Mortgage, page Register of Deeds for County, North Carolina. Return To: STATE OF NORTH CAROLINA COUNTY OF TO Book 965 PAGE 396