

MA 30903  
Mail To: Peoples Nat'l Fund Inc, 633 3rd Ave, N.Y. 10017  
DEED OF TRUST

THIS DEED OF TRUST, made and entered into this 6 day of October, 1966, by and between

Herman S. Jenkins, and Sadie C. Jenkins  
his wife, hereinafter called the Grantor;

hereinafter called the Trustee; and  
416 Wroughton St.  
Winston Salem, North Carolina, hereinafter called the Beneficiary;

WHEREAS the Grantor is justly indebted to the Beneficiary in the full sum of four thousand one hundred and fifty six and 68/100  
Dollars (\$4175.68), evidenced by promissory note of even date herewith payable to the Beneficiary, at the office of the Beneficiary stated above,  
or at such other place as the holder may designate in 84 monthly instalments of \$ 73.52 commencing on the

26 day of November, 1966 and like payments on the same day of each successive month thereafter until paid in full, together with late charges, court costs, collection expenses, attorney fees and interest after maturity as provided in said note.

AND WHEREAS, Grantor is anxious to secure the payment of said indebtedness hereinabove specifically described, together with any other indebtedness that may become due and owing under the terms of this instrument;

NOW THEREFORE in consideration of FIVE AND NO/100 (\$5.00) DOLLARS, to the undersigned Grantor this day paid by the aforesaid Trustee, the receipt of which is hereby acknowledged, the Grantor has granted, bargained and sold and by these presents does grant, bargain, sell and convey unto the

said Trustee, the following described land and property lying and being situated in the City or Town of Winston Salem  
County of Forsyth, North Carolina, and more particularly described as follows, to wit: Being known

and designated as Lot No. 223, as shown on the map entitled "Alta Vista" made by J.D. Spinks, C. E., and recorded in the office of the Register of Deeds of Forsyth County, North Carolina, in Plat Book 4, page 208, reference to which is made for a more particular description. This is the same property as that described in deed to Herman G. Jenkins and wife, Sadie C. Jenkins.

TO HAVE AND TO HOLD the said premises, together with all the privileges and appurtenances thereto belonging, incident or appertaining thereto, unto the said Trustee in trust for the uses and purposes hereinafter set forth. The Grantor covenants that he has exclusive and unconditional title to and possession of the above described property; that there are no liens, claims or encumbrances against same, or any part thereof, other than as shown here:

Deed of Trust to: Trustee and Victory Credit Union March 29, 1956, Book 701, page 79

Deed of Trust to: Oliver Denning, Trustee, & W.M. & C.W. Nesby, 9/10/63, inbook 881, page 167

This conveyance, however, is in trust, and should Grantor pay the aforesaid note at maturities and otherwise perform all the terms and conditions thereof, this conveyance shall be void; otherwise, and in the event that Grantor should fail to pay the said indebtedness, or any instalment or part thereof at maturities, or should otherwise fail to perform any of the terms and conditions of the said note or this deed of trust, then this deed shall remain in force and effect and the whole of the indebtedness secured in and by this instrument may, at the option of the Beneficiary, and without notice to the Grantor, be declared immediately due and payable and said Trustee shall, upon demand of the Beneficiary, his successors or assigns, proceed to sell the aforesaid property, or any part thereof, at public auction, at the front door of the Court House of the aforesaid county to the highest bidder for cash, first giving the notice required by the laws of North Carolina in respect to exercising power of sale under deeds of trust then in effect, and upon such sale shall execute and deliver a deed in fee simple of the property sold to the purchaser or purchasers thereof, and said Trustee shall receive the proceeds of said sale out of which he shall pay, first the cost and expenses of executing this trust, including compensation to the Trustee for his services, next to the Beneficiary upon usual vouchers therefor, all money paid for insurance, taxes and liens plus interest thereon, and next to the Beneficiary all amount due and unpaid on said note, and the balance, if any, shall be paid to the parties entitled to same according to law. At any such foreclosure sale the Beneficiary may be the purchaser.

It is agreed that all buildings on said property shall be kept fully insured from loss by fire and windstorm, and from such other casualties as may be required by said Beneficiary, its successors and assigns, for the benefit of the said Beneficiary and payable to it in the event of loss, as its interest may appear, for application, at the option of said Beneficiary, to the repairing, reconditioning, reconstruction or replacement of the aforesaid property or to any balance remaining outstanding on the aforesaid note, or other said indebtedness, whether all thereof be then due or not; and that all taxes and other charges maturing from time to time on said property shall be kept promptly paid. In event of loss Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In the event any insurance proceeds are payable jointly to Grantor and Beneficiary, Grantor hereby authorizes Beneficiary to endorse his name on any such check, draft or money order as his attorney-in-fact. In event the undersigned shall neglect or refuse to obtain said insurance or pay said taxes and other charges, then said Beneficiary may, at its option, but is not required to, obtain such insurance and pay all such taxes and other charges, either or all; and all sums of money expended therefore are hereby secured by this deed of trust, and shall be repayable with interest at the highest lawful contract rate from dates of such payments, upon demand of said Beneficiary, and may be retained by said Beneficiary from the proceeds of any sale of said property herein authorized. For default in either of said matters, the Trustee may make sale of said property, upon demand of said Beneficiary, its successors or assigns, and apply the proceeds received therefrom, all as hereinbefore provided in event of default in payment of said note by Grantor.

The Grantor agrees and covenants that he will maintain the property in good condition and not to commit or to permit anyone else to commit waste, reasonable wear and tear excepted. Upon the failure of Grantor to so maintain the mortgaged property, Beneficiary may cause reasonable maintenance work to be performed at the cost of Grantor. Any such sum so expended shall be due immediately from Grantor with interest at the highest lawful contract rate from the date expended until paid.

In the event that this Deed of Trust is subordinate to any other deed of trust or lien of any kind, the Beneficiary may, in the event of default in any agreement or the indebtedness secured by prior lien when due, at its option, declare the entire indebtedness secured by this Deed of Trust immediately due, and payable, or the Beneficiary may perform any such defaulted covenant or agreement to such extent as the Beneficiary may determine or pay any part of the indebtedness which is in default, with resultant right of subrogation, and the Beneficiary shall have a lien for the same with interest at the highest lawful contract rate from date until paid, and the Trustee shall have all of the powers of sale or otherwise, in reference to said payments as for default in the payments of the original indebtedness secured by this Deed of Trust, and the failure to promptly repay the Beneficiary any money so expended, upon demand, shall render the whole indebtedness herein secured, at the option of the legal holder of said indebtedness, immediately due and payable.

This Deed of Trust may be assigned by the Beneficiary and when so assigned the assignee shall have all of the right and privileges given to the Beneficiary by the terms thereof. The term "Grantor" shall include the heirs, devisees, legatees, successors, administrators and executors of all Grantors. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and or neuter, and the singular includes the plural.

The irrevocable power to appoint a substitute trustee or trustees is hereby expressly granted to the Beneficiary, its successors or assigns, to be exercised at any time hereafter, without notice and without specifying any reason therefor, by filing for record in the office where this instrument is recorded an instrument of appointment. The Grantor and Trustee, or any substituted Trustee or Trustees, expressly waive notice of the exercise of this power, and any necessity for making oath or giving bond by any Trustee, as well as any requirement for application to any court for the removal, appointment, or substitution of any Trustee hereunder.

Witness the signature of the undersigned on the day, month and year first above set forth.  
Subscribing Witnesses:

Harold R. B. Miller

(Signature of Grantor)

Sadie C. Jenkins

(Signature of Grantor)

M-17 (10-63)

Book 968 PAGE 92

THE ORIGINAL OF THIS INSTRUMENT WITH THE NOTES THEREON, BEING THE PROPERTY OF THE PEOPLE'S NATIONAL FUND INC.

MARKED PAID BY

AT REQUESTED BY

RECEIVED BY

DATE

BY

FOR

IN

OF

TO

BY

DATE

BY

FOR

IN

TO

Peoples National Fund Inc - By H.E. Pfeffer Asst Sec  
Jan 24 1967  
Bernice Miller  
Assignee of H & F  
Aluminum Inc

#30903

MAILED TO Peoples Natl Fund Inc. 633 2nd Ave. N.Y. 10017  
DEED OF TRUST

THIS DEED OF TRUST made and entered into this 6 day of October 1966, by and between

Herman S. Jenkins and Sadie C. Jenkins  
his wife hereinafter called the Grantor.

hereinafter called the Trustee, and  
416 Lexington Ave  
New York 17, New York  
having his principal office and post office address at Winston Salem North Carolina hereinafter called the Beneficiary.

WHEREAS the Grantor is justly indebted to the Beneficiary in the full sum of \$6175.68 evidenced by promissory note of even date hereto payable to the Beneficiary at the office of the Beneficiary stated above, or at such other place as the holder may designate in 84 commencing on the 24 day of December 1966 and thereafter on the 24th day of each successive month thereafter until paid in full together with late charges.

AND WHEREAS Grantor is anxious to secure the payment of said indebtedness hereto by the Beneficiary together with any other indebtedness that may become due and owing under the terms of this instrument.

NOW THEREFORE in consideration of FIVE AND NO 100 \$500.00 DOLLARS to the undersigned Grantor this day paid by the aforesaid Trustee, the receipt of which is hereby acknowledged, the Grantor has granted, bargained and sold and by these presents does grant, bargain, sell and convey unto the said Trustee, the following described land and property lying and being situated in the City or Town of Winston Salem

County of Forsyth North Carolina, and more particularly described as follows: Being known and designated as Lot No. 223, as shown on the map entitled "Map of J.D. Spinks, C. E., and recorded in the office of the Register of Deeds of North Carolina, in Plat Book 4, page 208, reference to which is made for a more particular description. This is the same property as that described in deed to Herman S. Jenkins and wife, Sadie C. Jenkins.

TO HAVE AND TO HOLD the said premises together with all the privileges and appurtenances thereto belonging, together with all the rights and interests therein, unto the said Trustee in trust for the use and purpose hereinafter set forth. The Grantor covenants that he has exclusive and undivided title to and possession of the above described property, that there are no liens, mortgages, judgments, claims, or any other encumbrances upon the same, other than as shown hereon.

Deed of Trust to: Trustee and Victory Trust Co., Inc., dated March 20, 1964, Book 21, Page 20  
Deed of Trust to: Oliver Jennings, Trustee, dated 9/10/63, in Book 361, page 167

This conveyance is made in full satisfaction of the indebtedness of the Grantor to the Beneficiary, and the Grantor covenants that he will pay to the Beneficiary the full amount of the indebtedness hereunto by the Beneficiary together with any other indebtedness that may become due and owing under the terms of this instrument. The Grantor covenants that he will pay to the Beneficiary the full amount of the indebtedness hereunto by the Beneficiary together with any other indebtedness that may become due and owing under the terms of this instrument.

If it is agreed that all buildings on said property shall be kept in good repair and in good condition, and that the Grantor shall pay to the Beneficiary the full amount of the indebtedness hereunto by the Beneficiary together with any other indebtedness that may become due and owing under the terms of this instrument. The Grantor covenants that he will pay to the Beneficiary the full amount of the indebtedness hereunto by the Beneficiary together with any other indebtedness that may become due and owing under the terms of this instrument.

The Grantor agrees and covenants that he will pay to the Beneficiary the full amount of the indebtedness hereunto by the Beneficiary together with any other indebtedness that may become due and owing under the terms of this instrument.

In the event that this Deed of Trust is subordinate to any other deed of trust or mortgage, the Beneficiary shall be entitled to the first priority in the payment of the indebtedness hereunto by the Beneficiary together with any other indebtedness that may become due and owing under the terms of this instrument.

This Deed of Trust may be assigned by the Beneficiary to any other person, and the Grantor covenants that he will pay to the Beneficiary the full amount of the indebtedness hereunto by the Beneficiary together with any other indebtedness that may become due and owing under the terms of this instrument.

The irrevocable power to appoint a substitute trustee or trustees, or to remove any trustee appointed to the Beneficiary, is hereby granted to the Beneficiary, and the Grantor covenants that he will pay to the Beneficiary the full amount of the indebtedness hereunto by the Beneficiary together with any other indebtedness that may become due and owing under the terms of this instrument.

Witness the signature of the undersigned on the day, month and year first above set forth.  
Subscribing Witnesses

Herman S. Jenkins (Signature of Grantor)  
Sadie C. Jenkins (Signature of Grantor)

M 17 (10 65)

968 PAGE 92

THE ORIGINAL OF THIS INSTRUMENT WITH THE NOTE(S) SECURED THEREBY HAVING THIS DAY BEEN EXHIBITED TO UNDERSIGNED MARKED PAID BY Peoples National Fund Inc. - By H.E. Puffer Asst Sec AS REQUIRED BY G.S. 45-37, SAME IS HEREBY CANCELLED OF RECORD THIS Jan 24, 1967. EUNICE AYERS, R.D. BY Bernice Muller - Asst. Assignee of H & F Aluminum Inc

# ACKNOWLEDGEMENT BY GRANTOR(S)

STATE OF NORTH CAROLINA

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, notary public in and for the aforementioned county and state, do hereby certify that \_\_\_\_\_ and \_\_\_\_\_ personally appeared before me this day and acknowledged the due execution of the foregoing Deed of Trust.

Witness my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

[SEAL]

My term expires \_\_\_\_\_

Notary Public

## ACKNOWLEDGEMENT BY WITNESS

STATE OF NORTH CAROLINA

COUNTY OF Forsyth

I, Edith S. Mallard, notary public in and for the aforementioned county and state, do hereby certify that Robert K. Barton personally appeared before me this day and, being duly sworn, stated that in his presence Edith S. Mallard signed the foregoing Deed of Trust.

Witness my hand and official seal this 6 day of October, 1966.

[SEAL]

My term expires \_\_\_\_\_

My Commission Expires March 1, 1968

Edith S. Mallard

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 OF DEED OF TRUST

I, H. & F. Aluminum, Inc., acting by and through its President, does hereby, sell, transfer, and set over unto Peoples National Fund, Inc., all of its right, title and interest in foregoing deed of trust of real estate together with the promissory note therein described and all money to become due thereunder.

WITNESS MY SIGNATURE, this 6 day of October, 1966.

[Corporate Seal]

H. & F. Aluminum, Inc.

(Name of Dealer)

Attest: Sara C. Fulton  
(Secretary or Assistant Secretary)

By: Robert K. Barton  
Title: President

STATE OF NORTH CAROLINA, COUNTY OF Forsyth  
I, Edith S. Mallard, Notary Public, certify that Sara C. Fulton came before me this day and acknowledged that she is Secretary of H. & F. Aluminum, Inc., corporation, and that, by authority duly given and as the act of the corporation, the foregoing assignment was signed in its name by its Secretary sealed with its corporate seal and attested by himself/herself as its Secretary (Secretary or Assistant Secretary) Witness my hand and official seal this 6 day of October, 1966.

[SEAL]

My Commission Expires March 1, 1968

Edith S. Mallard

NOTARY PUBLIC

L. S.

(Partnership or Sole Owner Acknowledgement)

STATE OF NORTH CAROLINA, COUNTY OF \_\_\_\_\_

Notary Public, certify that \_\_\_\_\_

trading as/a partner of \_\_\_\_\_, the grantor, personally appeared before me this day and acknowledged the due execution of the foregoing assignment for and on behalf of said business.

Witness my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

[SEAL]

My term expires \_\_\_\_\_

NOTARY PUBLIC

L. S.

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\_\_\_\_.

RECORD AND RETURN TO:  
PEOPLES NATIONAL FUND, INC.  
633 THIRD AVENUE  
NEW YORK 17, NEW YORK

Clerk Superior Court

BOOK 968 PAGE 93

# ACKNOWLEDGEMENT BY GRANTOR(S)

STATE OF NORTH CAROLINA

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, notary public in and for the aforementioned county and state, do hereby certify that \_\_\_\_\_ and \_\_\_\_\_ personally appeared before me this day and acknowledged the due execution of the foregoing Deed of Trust.

Witness my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

[SEAL]

My term expires \_\_\_\_\_

Notary Public

## ACKNOWLEDGEMENT BY WITNESS

STATE OF NORTH CAROLINA

COUNTY OF Forsyth

I, Edith J. Mallard, notary public in and for the aforementioned county and state, do hereby certify that James K. Boston and Sadie C. Jenkins personally appeared before me this day and, being duly sworn, stated that in his presence signed the foregoing Deed of Trust. Sadie C. Jenkins his wife.

Witness my hand and official seal this 6 day of October, 1966.

[SEAL]

My term expires \_\_\_\_\_

My Commission Expires March 1, 1968

Edith J. Mallard

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 OF DEED OF TRUST

For value received, G. & F. Aluminum, Inc. acting by and through its President does hereby, sell, transfer, and set over unto Peoples National Fund, Inc. all of its right, title and interest in foregoing deed of trust of real estate together with the promissory note therein described and all money to become due thereunder.

WITNESS MY SIGNATURE, this 6 day of October, 1966.

[Corporate Seal]

G. & F. Aluminum, Inc.

Name of Dealer

Attest:

Sadie C. Jenkins  
(Secretary or Assistant Secretary)

James K. Boston  
Title President

Corporate Acknowledgement

STATE OF NORTH CAROLINA, COUNTY OF Forsyth

I, Edith J. Mallard, Notary Public, certify that Sadie C. Jenkins came before me this day and acknowledged that she is Secretary of G. & F. Aluminum, Inc. corporation, and that, by authority duly given and as the act of the corporation, the foregoing assignment was signed in its name by its President sealed with its corporate seal and attested by himself, herself as its Secretary (Secretary or Assistant Secretary).

Witness my hand and official seal this 6 day of October, 1966.

[SEAL]

My Commission Expires March 1, 1968

Edith J. Mallard

NOTARY PUBLIC

L. S.

(Partnership or Sole Owner Acknowledgement)

STATE OF NORTH CAROLINA, COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, Notary Public, certify that \_\_\_\_\_ trading as a partner of \_\_\_\_\_, the grantor, personally appeared before me this day and acknowledged the due execution of the foregoing assignment for and on behalf of said business.

Witness my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

[SEAL]

My term expires \_\_\_\_\_

NOTARY PUBLIC

L. S.

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\_\_\_\_.

RECORD AND RETURN TO:  
PEOPLES NATIONAL FUND, INC.  
633 THIRD AVENUE  
NEW YORK 17, NEW YORK

Clerk Superior Court

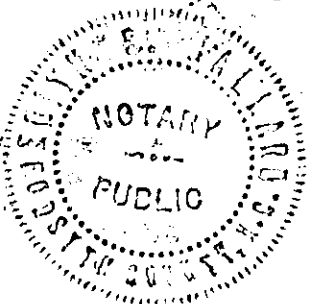
BOOK 968 PAGE 93

STATE OF NORTH CAROLINA, Forsyth COUNTY (Name of State and County where acknowledgment or proof is taken)  
This 6 day of October, A.D., 1966, personally came before me, Edith S. Mallard,  
a notary public, Paul L. Fulton, who, being by me duly sworn, says that he is \_\_\_\_\_ President  
(Name of President or Vice President)  
of the S. F. Aluminum, Inc., and that the seal affixed to the foregoing or annexed  
(Name of Corporation)  
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,  
(Name of President or Vice President)

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 6 day of October, 1966.

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



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. Mallard  
a notary public of Forsyth County, North Carolina, is adjudged to be correct.

Let the instrument and the certificate be registered.

No. 9311 C. S. C. Fee 26c paid. This 22 day of December, 1966.  
FILED FOR REGISTRATION  
EUNICE AYERS  
REGISTER OF DEEDS  
FORSYTH COUNTY, N.C.

Filed for registration at 3:39 PM, 1966, and registered in the  
Office of the Register of Deeds of Forsyth County, North Carolina in Book \_\_\_\_\_, Page \_\_\_\_\_.

Eunice Ayers, Register of Deeds

Fee \$ 4.00 paid.  
Form 26-1M-11-62-Sun Ptg. Co.

By CE Evans, Deputy  
B. R. 968 PAGE 94 Register of Deeds