

Mail - Alcoa Credit Company
P.O. Box 4404 Charlotte NC 28204
DEED OF TRUST

22745



NORTH CAROLINA, FORSYTH COUNTY

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THIS INDENTURE, Entered into this 1st day of AUGUST, 1967 by and between

CHARLIE GRAY DOBY AND WIFE MARGARET L., C. H. DOBY AND WIFE RUTH DOBY

of FORSYTH County, first party R. BEVERLY R. WEBB Trustee, second party,

and C & F ALUMINUM, INC., third party.

WITNESSETH, that whereas the first party is indebted to third party in the total sum of Four

Thousand Twenty Four and 84/100 DOLLARS.

for which said first party has executed and caused to be executed one or more notes of even date herewith for said amount, which

Note (or notes) is (are) payable in 84 installments of equal amounts, except the last, which is the same or of a lesser amount, beginning

OCTOBER 1, 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

SMITH FORK #1 Township, FORSYTH County, described as follows: BEGINNING at an iron stake the Northwest corner of an 8.89 acre tract conveyed by H. M. Brandon and wife to Grace D. Hayes and husband by Deed December 21, 1940, and recorded in Deed Book 477, Page 230, in the Office of the Register of Deeds of Forsyth County, N.C.; said beginning point begins also in the South line of property now or formerly owned by Alexander Scott and said beginning point being located North 85 deg. West 1.069 feet more or less from the center of Cranford Road; running thence along the South line of said Scott's land South 85 deg. East 246 ft. more or less to an iron stake; thence South 4 deg. 20 min. East 256 ft. to an iron stake formerly a corner of J. A. Jones property;

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: CONTINUED (SEE ATTACHED PAPER)

CONTINUED

thence 85 deg. West along the former North line of said Jones 277 feet more or less to an iron stake, formerly another corner of said Jones; thence North 2 deg. 30 min. East 256 ft. to the place of Beginning. Being 1.53 acres, more or less, sometimes referred to as Lot 6 of the Carl Hayes property conveyed by C. M. Miller, C.E., on March 11, 1943. Being a tract cut off of the Northwest part of the aforesaid 8.89 acres as described in Deed Book 477, Page 230, in the Office of the Register of the Deeds of Forsyth County, N.C. (Said 1.53 acre tract being bound on the East side by the West line of the W. W. Cook land.)

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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

By

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 _____, 19____.

DEPUTY REGISTER OF DEEDS

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 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 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.

Charlie Gray Doby (SEAL)

Margaret L. Doby (SEAL)

C. H. Doby

For my self Ruth Doby

WITNESS: *Harold K. Boston*

State of North Carolina

County of *Forsyth*

Edith S. Mallard

a Notary Public of

County, North Carolina, certify that *HAROLD K. BOSTIAN* personally appeared before me this day,

(Name of subscribing witness)

and being duly sworn, stated that in his presence *CHARLIE GRAY DOBY AND MARGARET L. DOBY*

C. H. DOBY AND RUTH DOBY

signed the foregoing instrument.

WITNESS my hand and official seal, this the *1st* day of *AUGUST*, 19*67*

My commission expires: *My Commission* *Edith S. Mallard* Notary Public

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 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 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.

Charlie Gray Doby (SEAL)

Margaret L. Doby (SEAL)

C. H. Doby

Ruth Doby

WITNESS: Harold K. Bostian

State of North Carolina

County of Raleigh

I, Edith J. Maloney, a Notary Public of the County of Raleigh, North Carolina, certify that HAROLD K. BOSTIAN personally appeared before me this day,

(Name of subscribing witness)

and being duly sworn, stated that in his presence CHARLIE GRAY DOBY AND MARGARET L. DOBY

signed the foregoing instrument.

WITNESS my hand and official seal, this the 1st day of AUGUST, 1967

My commission expires: My Commission expires on or about 1, 1968

Edith J. Maloney
Notary Public

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. 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 1 day of AUGUST, 1967.
(Corporate Seal) _____
Sara C. Fulton _____
Secretary (If Corporation) President, Owner, Partner

STATE OF NORTH CAROLINA, Forsyth COUNTY (Name of State and County where acknowledgment or proof is taken)
This 1 day of August, A.D., 1967, personally came before me, Edith S. Mollard
a notary public, Sara C. Fulton who, being by me duly sworn, says that he knows the common
seal of G. & F. Aluminum Inc, and is acquainted with Paul L. Fulton who is the
President of said Corporation, and that he, the said Sara C. Fulton, is the Secretary
of the said Corporation, and saw the said President sign the foregoing or annexed instrument, and saw the
said Common Seal of said Corporation affixed to said instrument by said President, and that he, the said
Sara C. Fulton, signed his name in attestation of the execution of said instrument in the
presence of said President of said corporation.
I certify that I am not a party to the attached instrument.
WITNESS my hand and notarial seal, this 1 day of August, A.D., 1967
Seal must appear here.
Seal must be impressed sufficient
for the notary's name to be readable. Edith S. Mollard
Notary Public

My commission expires _____ My Commission Expires March 1, 1968
(Must not be abbreviated)

STATE OF NORTH CAROLINA, FORSYTH COUNTY: The foregoing certificate of Edith S. Mollard
a notary public of Forsyth County, North Carolina, is adjudged to be correct.
Let the instrument and the certificate be registered.
No. 6700 Clerk's Fee \$50 paid. PRESENTED FOR REGISTRATION This 11 day of August, 1967.
AND RECORDED _____ Assistant
Clerk of Superior Court
Filed for registration at _____, 19_____, and registered in the
Office of the Register of Deeds of Forsyth County, North Carolina in Book _____, Page _____
Fee \$ 4.00 paid. REGISTER OF DEEDS Eunice Ayers, Register of Deeds
FORSYTH CTY., N.C. By _____, Deputy
Register of Deeds

Form 26A-1M-10-65-House
G.S. 47-41, 55-36

TO
NORTH CAROLINA
OF TRUST
that the within Deed of
for record in my office
on the _____ day
19_____, and was
d upon the proper indexes
in Book _____ of
ages, page _____
for _____ County,
sum To: _____

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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. 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 1st day of AUGUST, 1967.
(Corporate Seal) Sara C. Fulton G. & F. Aluminum, Inc.
Secretary (If Corporation) President, Owner, Partner

STATE OF NORTH CAROLINA, Forsyth COUNTY (Name of State and County where acknowledgment or proof is taken)
This 1 day of August, A.D., 1967, personally came before me, Edith S. Mallard
a notary public, Sara C. Fulton who, being by me duly sworn, says that he knows the common
(Name of Secretary or Assistant Secretary)
seal of G. & F. Aluminum Inc. and is acquainted with Paul L. Fulton who is the
(Name of Corporation)
President of said Corporation, and that he, the said Sara C. Fulton, is the Secretary
of the said Corporation, and saw the said President sign the foregoing or annexed instrument, and saw the
said Common Seal of said Corporation affixed to said instrument by said President, and that he, the said
Sara C. Fulton, signed his name in attestation of the execution of said instrument in the
(Name of Secretary or Assistant Secretary)
presence of said President of said corporation.
I certify that I am not a party to the attached instrument.
WITNESS my hand and notarial seal, this 1 day of August, A.D., 1967
Seal must appear here.
Seal must be impressed sufficient
for the notary's name to be readable. Edith S. Mallard
Notary Public

My commission expires _____ My Commission Expires _____ 1968
(Must not be abbreviated)

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. This 11 day of August, 1967.
No. _____ Clerk's Fee \$50 paid. AND RECORDED E. E. Mann Assistant
Clerk of Superior Court
Filed for registration at August 8 44 AM '67, 19_____, and registered in the
Office of the Register of Deeds of Forsyth County, North Carolina in Book _____, Page _____.
Fee \$ 4.00 paid. REGISTERED DEEDS Eunice Ayers, Register of Deeds
FORSYTH CO., N.C. By _____, Deputy
Register of Deeds

Form 26A-1M-10-65-House
G.S. 47-41, 55-36

TO
NORTH CAROLINA
OF TRUST
that the within Deed of
for record in my office
on the _____ day
19_____, and was
d upon the proper indexes
in Book _____ of
ages, page _____
for _____ County,
turn To:

BOOK 984 PAGE 233