

return to:
Alega Credit Co.
P.O. Box 4407, Charlotte, N.C. 28207
Forsyth County, N.C.

Drawn by: Esther J. Allen

18785

DEED OF TRUST

NORTH CAROLINA, Forsyth COUNTY, 2

THIS INDENTURE, Entered into this 19th day of November, 1965 by and between James Sanford Bates and wife, Cassie Lillian Bates of Forsyth County, first party R. Beverly R. Webb Trustee, second party, and A+C Metal Products Company Inc. third party.

WITNESSETH, That whereas the first party is indebted to third party in the sum of Two Thousand Nine Hundred Eighty and 32/100 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 Eighty-four monthly installments of equal amounts, except the last, which is the same or of a lesser amount, beginning January 10, 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 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 Winston Township, Forsyth County, described as follows:

BEING KNOWN AND DESIGNATED as Lot Number 27 as shown upon the Map of NADING and WADDELL PROPERTY as recorded in the office of the Register of Deeds of Forsyth County, North Carolina, in Plat Book 9 at Page 174, to which Map reference is hereby made for a more particular description.

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 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 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 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.

James Sanford Bates (SEAL)

WITNESS: Tom Bodenhamer, Cassie Lillian Bates (SEAL)

State of North Carolina
County of Forsyth

I, Mildred Inge Wood, a Notary Public of Forsyth County, North Carolina, certify that Tom Bodenhamer personally appeared before me this day, and being duly sworn, stated that in his presence James Sanford Bates and Cassie Lillian Bates signed the foregoing instrument.

Witness my hand and official seal, this, the 23rd day of November, 1965

My Commission Expires: April 13, 1966
BOOK 944 PAGE 99 Mildred Inge Wood 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, Charles H. Atkins of A+C Metal Products Company, Inc. does hereby transfer, assign, and set over to the Alcoa Credit Company, its successors and assigns, the within Deed of Trust and the Note which same secures, without recourse.
 DATED this 23 day of November, 1965.
 (Corporate Seal) Charles H. Atkins
Esther J. Atkins Secretary (If Corporation) Charles H. Atkins President, Owner, Partner

(Corporate Acknowledgement)
 STATE OF North Carolina COUNTY OF Forsyth
 I, Mildred Maye Wood Notary Public, certify that Charles H. Atkins came before me this day and acknowledged that he/she is President of A+C Metal Products Co. Inc. a 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 President.
 SWORN to before me this 23 day of November, 1965.
Mildred Maye Wood
 NOTARY PUBLIC L. S.
 My Commission Expires: April 13, 1966

(Partnership or Sole Owner Acknowledgement)
 STATE OF _____ 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.
 SWORN to before me this _____ day of _____, 19 _____
 NOTARY PUBLIC L. S.
 My Commission Expires: _____

STATE OF NORTH CAROLINA, Forsyth COUNTY.
 The foregoing certificate of Mildred Maye Wood, a Notary Public of Forsyth is adjudged to be correct. Therefore, let the instrument, with the certificates be registered.
 Witness my hand, this 16 day of December, 1965.
See 508 paid 7736
W. E. Swann, Deputy
 Clerk Superior Court

FILED FOR REGISTRATION
 FUNICE AYERS
 REGISTER OF DEEDS
 FORTSMITH, N. C.
 DEC 16 9 04 AM '65
 DEPUTY
 W. E. Swann, Deputy
 4 3000

STATE OF NORTH CAROLINA
 COUNTY OF _____
 TO _____
 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 Mortgages, page _____ Register of Deeds for _____ County, North Carolina.
 Return To: _____