

Alcoa Credit Co  
PO Box 4407 (Charlotte) Sta. 32  
Charlotte, NC 28204  
DEED OF TRUST

Drawn by: Esther T. Atkins  
1965

Forsyth  
NORTH CAROLINA, COUNTY

THIS INDENTURE, Entered into this 21 day of October, 1965 by and between  
Hilary H. Lawrence and wife Pearl Lawrence  
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 One Thousand Eight  
Hundred Fifteen and 60/100----- 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 sixty monthly installments of equal amounts, except the last, which is the same or of a lesser amount,  
beginning December 15, 1965, 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 Winston Township, Forsyth County,  
described as follows:

BEING KNOWN AND DESIGNATED as Lots Numbers 2 and 3 as shown  
upon the Map of Gertrude F. Clifton property as recorded in the  
office of the Register of Deeds of Forsyth County, North Carolina,  
in Plat Book 13 at Page 85, 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 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  
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.

Hilary H. Lawrence (SEAL)

WITNESS: Charles H. Atkins

Pearl Lawrence (SEAL)

State of North Carolina  
County of Forsyth

I, Michael Maye Wood, a Notary Public of Forsyth  
County, North Carolina, certify that Hilary H. Lawrence and Pearl Lawrence  
(Name of subscribing witness) personally appeared before me this day, and  
and acknowledged to me that in his presence  
(Names of makers)

Sign of the foregoing instrument.

Witness my hand and official seal, this the 21st day of October, 1965.  
My commission expires: April 13, 1966  
Michael Maye Wood  
Notary Public

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Alcoa Credit Company by John Knox - Credit Mgr.  
- (Assignee of A & C Metal Products Company, Inc.)

July 28 1965  
Charles Smith

Alcoa Credit Co  
PO Box 4407 Charlotte Sta. 32  
Charlotte, NC 28204

Drawn by: Esther H. H. H.  
1/16/63

DEED OF TRUST

Forsyth  
NORTH CAROLINA, COUNTY

THIS INDENTURE, Entered into this 21 day of October, 1965, by and between  
Hilary H. Lawrence and wife, Pearl Lawrence  
of Forsyth County, first party R. Beverly R. Webb  
Trustee, second party,  
and A & C Metal Products Company, Inc. third party.

WITNESSETH that the first party is indebted to third party in the sum of One Thousand Eight  
Hundred Fifteen and 00/100----- DOLLARS,  
for which the first party has delivered to said third party certain promissory notes of even date herewith for said amount,  
to-wit: Sixty

December 15, 1965, at the highest lawful rate, and it has been agreed  
that the first party shall pay to the second party the sum of One Thousand Eight Hundred Fifteen and 00/100-----

and the first party has delivered to the second party, and the second party has delivered to the first party, certain promissory notes of even date herewith for said amount,  
to-wit: Sixty

and the first party has delivered to the second party, and the second party has delivered to the first party, certain promissory notes of even date herewith for said amount,  
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and the first party has delivered to the second party, and the second party has delivered to the first party, certain promissory notes of even date herewith for said amount,  
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and the first party has delivered to the second party, and the second party has delivered to the first party, certain promissory notes of even date herewith for said amount,  
to-wit: Sixty

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 Alcoa Credit Company by John Knox - Credit Mgr.  
(Assignee of A & C Metal Products Company, Inc.)  
as required by law, the same is hereby cancelled of record by virtue of  
authority contained in Section 45-37 of the General Statutes

This July 28, 1965  
Frances Smith  
Deputy Clerk

STATE OF NORTH CAROLINA, ..... COUNTY.  
I, ....., a Notary Public do hereby certify that.

Witness my hand and notarial seal, this ..... day of ..... A. D., 19 .....

My commission expires: ..... Notary Public

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 \_\_\_\_\_

## ASSIGNMENT

STATE OF North Carolina ..... COUNTY OF Forsyth  
FOR VALUE RECEIVED, Charles H. Atkins of A & C Metal Products Company, Inc.  
do hereby certify and set over to the Alcoa Credit Company Of Charlotte, N.C.

DATED this 15th day of October, 1911.  
 (Signature) *Charles A. Perkins*  
 (Print Name) **Charles A. Perkins**  
 (Title) **President, Owner, Partner**

STATE OF North Carolina (Corporate Acknowledgement)  
COUNTY OF Forsyth Edith T. Atkins  
Notary Public, certify that Edith T. Atkins came  
before me this day and acknowledged that he/she is President Secretary of A.C. Metals, Inc.  
corporation, and that, by authority duly given and as the act of the corporation, the foregoing assignment was signed in its  
name by the President sealed with its corporate seal and attested by himself/herself as its Secretary

SWORN before me this 21 day of October, 1966  
 Notary Public  
 My Commission Expires: April 13, 1966  
 L. S.

**NOTARY PUBLIC** **L. S.**  
My Commission Expires: \_\_\_\_\_

STATE OF NORTH CAROLINA, Farmington COUNTY.  
The foregoing certificate of Mildred Maye Wood a Notary Public of Farmington  
is adjudged to be correct. Therefore, let the instrument, with the certificates be registered.  
Witness my hand, this 6 day of December A. D., 1955.

*C. A. V. ...*  
Clerk Superior Court

## DEED OF TRUST

**TO**

RECEIVED  
FEDERAL BUREAU OF INVESTIGATION  
U. S. DEPARTMENT OF JUSTICE  
WASHINGTON, D. C. 20535

STATE OF NORTH CAROLINA  
COUNTY OF

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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. Charles H. Atkins of A & C Metal Products Company, Inc. does hereby transfer, assign, and set over to the Alcoa Credit Company of Charlotte, N.C. its successors and assigns, the within Deed of Trust and Note which same secures, without recourse. DATED this day of October, 19 . A & C Metal Products Company, Inc. Charles H. Atkins President President, Owner, Partner Secretary (If Corporation)

(Corporate Acknowledgement) STATE OF North Carolina COUNTY OF Forsyth Notary Public, certify that came before me this day and acknowledged that he is Secretary of A & C Metal Products Company, 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 President sealed with its corporate seal and attested by himself/herself as its Secretary. SWORN to before me this day of October, 19 . 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, 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 December, A. D., 1955. Lee, 504A, 6652 Clerk Superior Court

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 County, Register of Deeds for North Carolina. Return To:

DEED OF TRUST

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FILED FOR REGISTRATION  
RECEIVED  
DEED  
Ruth Barron  
DEPUTY  
STATE OF NORTH CAROLINA  
COUNTY OF