

Envelope:  
Mail To:  
Alcoa C. Co.  
P.O. Box 4407  
Charlotte, N.C.  
NORTH CAROLINA

# DEED OF TRUST

Forsyth COUNTY

2

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

Junior Edford Cleary and his wife Ruby J. Cleary  
of Forsyth County, first party R. Beverly R. Webb Trustee, second party,  
and G. & J. Aluminium, Inc. third party.

WITNESSETH, That whereas the first party is indebted to third party in the sum of Two thousand fifty eight 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 60 monthly installments of equal amounts, except the last, which is the same or of a lesser amount,  
beginning September 25, 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 Old Town Township, Forsyth County,  
described as follows: BEING KNOWN AND DESIGNATED AS LOT No. 12 AS SHOWN ON THE  
MAP OF OLD TOWN HEIGHTS, SECTION V, AS RECORDED IN PLAT BOOK 17,  
PAGE 74, IN THE OFFICE OF THE REGISTER OF DEEDS OF FORSYTH COUNTY,  
TO WHICH MAP REFERENCE IS HEREBY MADE FOR A MORE DEFINITE AND  
PARTICULAR DESCRIPTION.

THIS IS THE SAME PROPERTY AS THAT DESCRIBED IN A DEED OF TRUST  
FROM JUNIOR EDFORD CLEARY AND WIFE, RUBY J. CLEARY TO THE FIDELITY  
COMPANY, TRUSTEE AND PIEDMONT FEDERAL SAVINGS AND LOAN ASSOCIATION,  
RECORDED IN DEED OF TRUST BOOK 885, PAGE 207, DATED OCTOBER 28, 1963  
AND RECORDED NOVEMBER 4, 1963 IN THE OFFICE OF THE REGISTER OF  
DEEDS OF FORSYTH COUNTY, NORTH CAROLINA. THIS PROPERTY IS SHOWN  
ON THE FORSYTH COUNTY TAX MAP AS LOT 12, BLOCK 3546 OLD TOWN  
TOWNSHIP

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 8% 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.

Witness: E. E. Mallard  
Junior Edford Cleary (SEAL)  
Ruby J. Cleary (SEAL)

State of North Carolina

County of Forsyth

I, Edith J. Mallard

Notary Public

Forsyth

County, North Carolina, certify that

(Name of subscribing witness)

personally appeared before me this day,

and being duly sworn, stated that in his presence

Junior Edford Cleary and his wife Ruby J. Cleary

(Names of makers)

signed the foregoing instrument.

Witness my hand and official seal, this the 22 day of July, 1966

My commission expires:

My Commission Expires March 1, 1968

Notary Public

5588

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, I, T. L. FULTON, of G. & S. Aluminum, Inc. do hereby transfer, assign, and set over to the Alcon Credit Co. its successors and assigns, the within Deed of Trust and the Note which same secures, without recourse. DATED this 22 day of July, 1966. (Corporate Seal) T. L. FULTON, President, G. & S. Aluminum, Inc.

STATE OF NORTH CAROLINA, Forsyth COUNTY (Name of State and County where acknowledgment or proof is taken) This 22 day of July, A.D., 1966, personally came before me, Edith S. Mallard, a notary public, T. L. FULTON, who, being by me duly sworn, says that he is the President of the G. & S. Aluminum, Inc. (Name of Corporation) 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 T. 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 22 day of July, 1966. Edith S. Mallard, My Commission Expires March 1, 1968 Notary Public

My commission expires 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. 9685 C. S. C. Fee 50 paid.

This 19 day of August, 1966. Paul E. Mann, Deputy Clerk of Superior Court

Filed for registration at 10 o'clock, M., 1966, and registered in the Office of the Register of Deeds of Forsyth County, North Carolina in Book, Page.

Fee \$ 3.00 paid. Form 26-1M-11-62-Sun Ptg. Co.

Emice Ayers, Register of Deeds

By, Deputy Register of Deeds

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

DEED OF TRUST

STATE OF NORTH CAROLINA  
COUNTY OF

TO