

NORTH CAROLINA, Groatch COUNTY

THIS INSTRUMENT, Entered into this 7 day of June, 1967 by and between

Cammie M. Wilkins  
of Groatch County, first party R. Beverly R. Webb Trustee, second party,  
and G. & J. Aluminum, Inc., third party.

WITNESSETH, that whereas the first party is indebted to third party in the total sum of Two thousand four hundred forty five and 24/100 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 July 12, 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 Middle

Groatch Township, Groatch County, described as follows: LOCATED IN CITY VIEW COMMUNITY ON BARBARA AVENUE EXTENSION LEADING OFF THE GREENSBORO HIGHWAY APPROXIMATELY 1 MILE FROM CITY LIMITS AND BOUNDED AS FOLLOWS:

BEGINNING AT AN IRON STAKE A CORNER OF W. S. SCALES' LAND IN THE LINE OF W. M. TEMPLE'S LAND; RUNNING THENCE WITH SAID TEMPLE'S LINE NORTH 2 DEG. 30 MIN. EAST 100 FT. TO AN IRON STAKE IN TEMPLE'S LINE; THENCE WITH THE LINE OF THE JOHN CALDWELL LINE NORTH 85 DEG. 18 MIN. EAST 50 FT. TO AN IRON STAKE CALDWELL'S CORNER; THENCE WITH THE LINE OF CALDWELL LINE SOUTH 2 DEG. 30 MIN. WEST 100 FT. TO AN IRON STAKE IN THE LINE OF W. S. SCALES; THENCE WITH THE LINE OF SAID SCALES SOUTH 85 DEG. 18 MIN. WEST 50 FT. TO THE PLACE OF BEGINNING, CONTAINING 5000 SQ. FT. AS PER SURVEY MADE BY J. B. FULP, SURVEYOR, THE 22ND OF JUNE 1936.

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 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.

Cammie M. Wilkins (SEAL)

(SEAL)

WITNESS: Harold K. Boston

State of North Carolina

County of Groatch

I, Edith S. Mallard a Notary Public of Groatch

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

(Name of subscribing witness)

and being duly sworn, stated that in his presence CAMMIE M. WILKINS

(Name of Makers)

signed the foregoing instrument.

WITNESS my hand and official seal, this the 7 day of June, 1967

My commission expires: My Commission Expires March 1, 1968

Edith S. Mallard

Notary Public

5588

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THE ORIGINAL OF THIS INSTRUMENT WITH THE NOTE(S) SECURED THEREBY HAVING THIS DAY BEEN EXHIBITED TO AND SIGNED BY Alison Credit Company AS REQUIRED BY G.S. 45-37, SAME IS HEREBY CANCELLED OF RECORD. THIS July 9, 1967 J. B. FULP, SURVEYOR, THE 22ND OF JUNE 1936.

DRAWN AND PREPARED BY: PAUL L. FULTON

DEED OF TRUST 3

NORTH CAROLINA, Forayth COUNTY

THIS INSTRUMENT, Entered into this 7 day of June, 1967 by and between

Cammie M. Wilkins  
of Forayth County, first party R. Beverly R. Webb Trustee, second party,  
and G. & J. Aluminum, Inc., third party.

WITNESSETH, that whereas the first party is indebted to third party in the total sum of Two thousand four hundred forty five and 24/100 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 July 12, 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 Middle

York Township, Forayth County, described as follows: LOCATED IN CITY VIEW COMMUNITY ON BARBARA AVENUE EXTENSION LEADING OFF THE GREENS 30.27 HIGHWAY APPROXIMATELY 1 MILE FROM CITY LIMITS AND BOUNDED AS FOLLOWS:

BEGINNING AT AN IRON STAKE A CORNER OF W. S. SCALES' LAND IN THE LINE OF W. M. TEMPLE'S LAND; THENCE WITH SAID TEMPLE'S LINE NORTH 2 DEG. 30 MIN. EAST 102 FT. TO AN IRON STAKE IN TEMPLE'S LINE; THENCE WITH THE LINE OF THE JOHN CALDWELL LINE NORTH 85 DEG. 18 MIN. EAST 50 FT. TO AN IRON STAKE CALDWELL'S CORNER; THENCE WITH THE LINE OF CALDWELL LINE SOUTH 2 DEG. 30 MIN. WEST 100 FT. TO AN IRON STAKE IN THE LINE OF W. S. SCALES; THENCE WITH THE LINE OF SAID SCALES SOUTH 85 DEG. 18 MIN. WEST 50 FT. TO THE PLACE OF BEGINNING, CONTAINING 5000 SQ. FT. AS PER SURVEY MADE BY J. B. FULP, SURVEYOR, THE 22ND OF JUNE 1936.

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 hereinafter 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 all 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 whatsoever; 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.

Cammie M. Wilkins (SEAL)

(SEAL)

WITNESS: Harold K. Boston

State of North Carolina

County of Forayth

I, Edith S. Mallard a Notary Public of Forayth

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

(Name of subscribing witness)

and being duly sworn, stated that in his presence CAMMIE M. WILKINS

(Name of Makers)

signed the foregoing instrument.

WITNESS my hand and official seal, this the 7 day of June, 1967

My commission expires: My Commission Expires March 1 1969 Edith S. Mallard

Notary Public

5588

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THE ORIGINAL OF THIS INSTRUMENT WITH THE NOTE(S) SECURED THEREBY HAVING THIS DAY BEEN EXHIBITED TO UNDERSIGNED MARKED PAID BY Alcan Credit Company AS REQUIRED BY G.S. 45-37, SAME IS HEREBY CANCELLED OF RECORD. THIS July 9, 1967 UNICE AYER, R.D. BY J. P. Knox ASST.

DRAWN AND PREPARED BY: PAUL L. FULTON

DEED OF TRUST 3

NORTH CAROLINA, Forsyth COUNTY

THIS INDENTURE, Entered into this 7 day of June, 1967 by and between

Cammie M. Wilkins  
of Forsyth County, first party R. Beverly R. Webb, Trustee, second party,

and G. & F. Aluminum, Inc., third party.

WITNESSETH, that whereas the first party is indebted to third party in the total sum of \$200  
thousand four hundred forty five and 24/100 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 July 12, 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 here-  
inafter 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 Middle

Fork Township, Forsyth County, described as follows: LOCATED IN CITY  
VIEW COMMUNITY ON BARBARA AVENUE EXTENSION LEADING OFF THE GREENSBORO  
HIGHWAY APPROXIMATELY 1 MILE FROM CITY LIMITS AND BOUNDED AS FOLLOWS:  
BEGINNING AT AN IRON STAKE A CORNER OF W. S. SCALES' LAND IN THE LINE OF  
W. M. TEMPLE'S LAND; THENCE WITH SAID TEMPLE'S LINE NORTH 2 DEG. 30 MIN.  
EAST 100 FT. TO AN IRON STAKE IN TEMPLE'S LINE; THENCE WITH THE LINE OF THE  
JOHN CALDWELL LINE NORTH 85 DEG. 18 MIN. EAST 50 FT. TO AN IRON STAKE CALDWELL'S  
CORNER; THENCE WITH THE LINE OF CALDWELL LINE SOUTH 2 DEG. 30 MIN. WEST  
100 FT. TO AN IRON STAKE IN THE LINE OF W. S. SCALES; THENCE WITH THE LINE  
OF SAID SCALES SOUTH 85 DEG. 18 MIN. WEST 50 FT. TO THE PLACE OF BEGINNING,  
CONTAINING 5600 SQ. FT. AS PER SURVEY MADE BY J. B. FULP, SURVEYOR, THE  
22ND OF JUNE 1936.

TO HAVE AND TO HOLD said land and premises, with all the rights, privileges and appurtenances there  
unto 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 hereinafter 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 news-  
paper 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, it 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 encum-  
brances whatsoever; That they will forever warrant and defend the title to the same from the lawful claims of all persons whatsoever; 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 appli-  
cable to all genders.

IN TESTIMONY WHEREOF, the said first party does hereunto subscribe its respective names and affix its seals.

Cammie M. Wilkins (SEAL)

(SEAL)

WITNESS: Harold K. Boston

State of North Carolina

County of Forsyth

I, Edith S. Mallard, a Notary Public of Forsyth

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

(Name of subscribing witness)

and being duly sworn, stated that in his presence CAMMIE M. WILKINS

(Name of Makers)

signed the foregoing instrument.

WITNESS my hand and official seal, this the 7 day of June, 1967

My commission expires: My Commission Expires March 1, 1969

Edith S. Mallard  
Notary Public

5588

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THE ORIGINAL OF THIS INSTRUMENT WITH THE NOTE(S) SECURED  
THEREBY HAVING THIS DAY BEEN EXHIBITED TO AND SIGNED  
MARKED PAID BY ALCOA CREDIT COMPANY Assignee  
AS REQUIRED BY G.S. 45-37, SAME IS HEREBY CANCELLED &  
RECORDED. THIS July 9, 1967 EUNICE AYERS, R.O.  
BY [Signature] ASST.

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 S. Fulton of G. & I. Aluminum, Inc. does hereby transfer, assign, and set over to the Alora Credit Co. its successors and assigns, the within Deed of Trust and the Note which same secures, without recourse. DATED this 7 day of June, 19 67. (Corporate Seal) Sara C. Fulton Secretary (If Corporation) G. & I. Aluminum, Inc. Paul S. Fulton President, Owner, Partner (Corporate Acknowledgment)

STATE OF NORTH CAROLINA, Forsyth COUNTY (Name of State and County where acknowledgment or proof is taken) This 7 day of June, A.D., 1967, personally came before me, Edith S. Mallard a notary public, Sara C. Fulton (Name of Secretary or Assistant Secretary) who, being by me duly sworn, says that he knows the common seal of G. & I. Aluminum, Inc. and is acquainted with Paul S. 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 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 7 day of June, 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 March 7, 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 14 day of July, 19 67. No. 5279 Clerk's Fee .50 paid. PRESENTED FOR REGISTRATION AND RECORDED CE Swann Assistant Deputy Clerk of Superior Court Filed for registration at o'clock 5 06 PM '67, 19 , and registered in the Office of the Register of Deeds of Forsyth County, North Carolina in Book , Page Eunice Ayers, Register of Deeds Fee \$ 3.00 paid. By , Deputy Register of Deeds Form 26A-1M-10-65-House G.S. 47-41, 55-36

TO CAROLINA OF TRUST at the within Deed of or record in my office k on the day 19 , and was upon the proper indexes in Book of ges, page for County, turn To:

981 PAGE 566 180 202