

Drawn By: Esther J. Atkins, Secretary 4 Mails:

# DEED OF TRUST

ALLIED BUILDING CREDITS  
A DIVISION OF ALLIED CONCORD  
FINANCIAL CORPORATION (DELAWARE)  
P. O. Box 3125  
Charlotte, North Carolina 28203

NORTH CAROLINA, Forsyth COUNTY

THIS INDENTURE, Entered into this 28 day of June, 1965 by and between

Tom C. Gabard and wife, Peggy A. Gabard

of Forsyth County, first party. James G. White 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 Two

Hundred Forty Seven and 52/100 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 forty-eight monthly installments of equal amounts, except the last, which is the same or of a lesser amount,

beginning October 25, 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 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 Clemmonsville Township, Forsyth County, described as follows: Lying and being in Clemmonsville Township, Forsyth County,

North Carolina and beginning at an iron stake in the western right of way  
Line of Clemmons-Lewisville Road, said stake being at the Northwest inter-  
section of the right of way lines of Clemmons-Lewisville Road and Sprinkle  
Street as shown on Map of Clemmons Heights, Plat Book 3, page 38A, Forsyth  
County Registry; running thence along the Northern right of way line of  
Sprinkle Street, North 89 degrees 27' West 439.46 feet to an iron stake in the  
said right of way line and also in the Southern Line of lot 12 on the afore-  
mentioned Plat; thence North 00 degrees 25' east 95 feet to an iron stake, the  
southwest corner of property already owned by grantees; thence South 89 degrees  
27' east 439.46 ft. to an iron stake in the western right of way line of Clemmons-  
Lewisville Road; thence South 00 degrees 25' West along said right of way line

TO HAVE AND TO HOLD said land and

described as follows: 95 feet to an iron stake, the place of the beginning, being  
known and designated as an eastern portion of Lot 12 and a southeastern  
portion of Lot 11, Map of Clemmons Heights, Plat Book 3, page 38A, Forsyth  
County Registry; also being the same property as surveyed and platted by  
Joyce Mapping Company in October, 1961.

said, 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 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.

x Tom C. Gabard (SEAL)

WITNESS: Tom Bolenhamer

x Peggy A. Gabard (SEAL)

State of North Carolina

County of Forsyth

I, James G. White

Notary Public of Forsyth

County, North Carolina, certify that Tom C. Gabard and Peggy A. Gabard

and being duly sworn, stated that in his presence Tom C. Gabard & Tom C. Gabard

signed the foregoing instrument.

WITNESS my hand and official seal, this the 9 day of July, 1965.

My Commission expires: December 15, 1965

D. I. BOOK 932 PAGE 516

Notary Public  
James G. White  
Forsyth County, North Carolina

Drawn By: *Ether J. Atkins, Secretary*

Mails:

# DEED OF TRUST

ALLIED BUILDING SOCIETY  
FINANCIAL CORPORATION  
CORPORATED IN NORTH CAROLINA  
CAPITAL \$100,000.00  
RESERVE FUND \$25,000.00

NORTH CAROLINA, Forsyth

COUNTY

THIS INDENTURE, bearing date the 28 day of June

19 35 by and between

Tom C. Gabard and wife, *Leggy A. Gabard*

of Forsyth County, first party James D. White

Trustee, second party,

and a S Metal Products Company, Inc.

third party.

WITNESSETH that the first party is indebted to third party in the sum of One thousand Two

Hundred Forty Seven and 58/100----- DOLLARS,

for which said first party has secured to said second party certain property hereinafter described, to wit:

parcels forty-eight

beginning October 25 1935

that the first party

and the second party

and the third party

and the fourth party

and the fifth party

and the sixth party

and the seventh party

and the eighth party

and the ninth party

and the tenth party

and the eleventh party

and the twelfth party

and the thirteenth party

and the fourteenth party

and the fifteenth party

and the sixteenth party

and the seventeenth party

and the eighteenth party

and the nineteenth party

and the twentieth party

and the twenty-first party

and the twenty-second party

and the twenty-third party

and the twenty-fourth party

and the twenty-fifth party

and the twenty-sixth party

and the twenty-seventh party

and the twenty-eighth party

and the twenty-ninth party

and the thirtieth party

and the thirty-first party

and the thirty-second party

and the thirty-third party

and the thirty-fourth party

and the thirty-fifth party

and the thirty-sixth party

and the thirty-seventh party

and the thirty-eighth party

and the thirty-ninth party

and the fortieth party

and the forty-first party

and the forty-second party

and the forty-third party

and the forty-fourth party

and the forty-fifth party

and the forty-sixth party

and the forty-seventh party

and the forty-eighth party

and the forty-ninth party

and the fiftieth party

and the fifty-first party

and the fifty-second party

and the fifty-third party

and the fifty-fourth party

and the fifty-fifth party

and the fifty-sixth party

and the fifty-seventh party

and the fifty-eighth party

and the fifty-ninth party

and the sixtieth party

and the sixty-first party

and the sixty-second party

and the sixty-third party

and the sixty-fourth party

and the sixty-fifth party

and the sixty-sixth party

and the sixty-seventh party

and the sixty-eighth party

and the sixty-ninth party

and the seventieth party

and the seventy-first party

and the seventy-second party

and the seventy-third party

and the seventy-fourth party

and the seventy-fifth party

and the seventy-sixth party

and the seventy-seventh party

and the seventy-eighth party

and the seventy-ninth party

and the eightieth party

trust having been formed  
: this 3/1/72  
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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 regist Witness my hand, this day of A

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 Allied Building Credits its successors and assigns, the within Deed of Trust and the Note which same secures, without recourse. SIGNED this 9 day of July, 1965.  
(Corporate Seal) Charles H. Atkins Secretary (If Corporation)  
A.C. Metal Products Company Inc. by Charles H. Atkins President, Owner, Partner

STATE OF NORTH CAROLINA, Forsyth COUNTY (Name of State and County where acknowledgment or proof is taken)

I, Jesse W. Lewis, a Notary Public of Forsyth County, North Carolina, do hereby certify that Charles H. Atkins personally came before me this day and acknowledged that he is of A.C. Metal Products Company Inc. (President, Vice-President, Secretary, or Treasurer) and acknowledged, on behalf of A.C. Metal Products Company Inc. (Name of Corporation)

I do further certify that I am not a party to the foregoing instrument. I do further certify that I am not a party to the attached instrument.

WITNESS my hand and official seal, this 29 day of July, 1965. Seal must appear here. Seal must be impressed sufficient for the notary's name to be readable. Notary Public

My commission expires August 15, 1965 (Abbreviations MUST not be used)

STATE OF NORTH CAROLINA, FORSYTH COUNTY: The foregoing certificate of Jesse W. Lewis a notary public of Forsyth County, North Carolina, is adjudged to be correct. Let the instrument and the certificate be registered.

No. 5010 C. S. C. Fee 25c paid.

Filed for registration at 9:50 o'clock A. M., August 2, 1965, and registered in the Office of the Register of Deeds of Forsyth County, North Carolina in Book Page

Fee \$3.00 paid.

Form 26-B-1M-11-62-Sun Ptg. Co. G. S. 47-41, 55-36 (b) (c)

Book 932 PAGE 517

Eunice Ayers, Register of Deeds

By [Signature] Deputy Register of Deeds

Return To:

Register of Deeds for County,

Real Estate Mortgages, page

and duly recorded in Book at

immediately entered upon the proper indexes

on the 19 and was

was filed for record in my office at o'clock

I hereby certify that the within Deed of Trust

DEED OF TRUST

TO

STATE OF NORTH CAROLINA  
COUNTY OF