



Mechs: Alcoa Credit Co  
P. O. Box 4409  
Charlotte, N.C.  
Charlotte Station  
Forsyth

DEED OF TRUST

COUNTY

9

17522

THIS INDENTURE, Entered into this 28 day of May, 1965 by and between  
Earnest Johnson + wife Savannah Johnson  
of Forsyth County, first party  
R. Beverly R. Webb Trustee, second party,  
and G.F.F. Aluminium Products Co. third party.

WITNESSETH, That whereas the first party is indebted to third party in the sum of Nineteen  
Hundred Seventeen & 00/100 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 54 monthly installments of equal amounts, except the last, which is the same or of a lesser amount,  
beginning November 12, 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: Beginning at an iron stake on the South side of 38th Street at the South intersection of 38th Street and 38th Street, running thence along the South side of 38th Street South 87 degrees 30 minutes East 165 feet to the South side of 38th Street, thence South 87 degrees 30 minutes East 150 feet to an iron stake on the East side of a 15 foot alley, thence along the East side of said alley North 87 degrees 30 minutes East 150 feet to the place of beginning. Being the Western portion of Lots No 11, 12 and 13 of Block 16 as shown on map of North Winston Development Company as recorded in Book 43, Page 70 and 71 in the Office of the Register of Deeds Forsyth County, North Carolina.

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 seised 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 Earnest Johnson (SEAL)

WITNESS: Raymond M. Harmon x Savannah Johnson (SEAL)

State of North Carolina  
County of Forsyth

I, A. B. Wright, a Notary Public of Forsyth  
County, North Carolina, certify that Raymond M. Harmon personally appeared before me this day,  
(Name of subscribing witness)

and being duly sworn, stated that in his presence Earnest Johnson Savannah Johnson  
(Names of makers)

signed the foregoing instrument.  
WITNESS my hand and official seal, this the 28 day of May, 1965

My commission expires: March 31, 1967 A. B. Wright  
Notary Public

"Drawn by: Raymond M. Harmon"

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Alcoa Credit Company, Assignee  
July 21, 1965  
J. P. ...

Mails: Alcoa Credit Co  
P.O. Box 4407  
Charlotte, N.C.  
Charlotte Station  
Charlotte, N.C.

DEED OF TRUST

17522

NORTH CAROLINA, Forsyth COUNTY

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

of Ernest Johnson & wife Savannah Johnson  
Forsyth County, first party  
and R. Beverly R. Webb Trustee, second party,  
and G.F. Aluminum Products Co. third party.

WITNESSETH, That whereas the first party is indebted to third party in the sum of Nineteen  
Hundred Seventeen & 5/8  
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 54 monthly installments of equal amounts, except the last, which is the same or of a lesser amount,  
beginning November 12, 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 Linnton Township, Forsyth County,

described as follows: *to be known as the property of the first party, which is a part of the land of the first party, and is situated in the Township of Linnton, County of Forsyth, North Carolina, and is bounded on the north by the land of the first party, on the south by the land of the first party, on the east by the land of the first party, and on the west by the land of the first party.*

TO HAVE AND TO HOLD said land and premises, with all the rights, privileges and appurtenances thereon, to 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 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 trustee, 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.

Ernest Johnson (SEAL)

WITNESS: R. Beverly R. Webb (SEAL)

State of North Carolina  
County of Forsyth  
I, R. Beverly R. Webb, a Notary Public of Forsyth  
County, North Carolina, certify that R. Beverly R. Webb personally appeared before me this day,  
(Name of subscribing witness)  
and being duly sworn, stated that in his presence Ernest Johnson Savannah Johnson  
(Names of makers)  
signed the foregoing instrument.

WITNESS my hand and official seal, this the 28 day of May, 1965  
My commission expires: March 3, 1967  
Notary Public

Drawn by: Raymond M. Harmon

BOOK 932 PAGE 624

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, assigned  
as required by law, the same is hereby cancelled of record by virtue of  
authority contained in Section 45-37 of the General Statutes of N. C.  
This July 21, 1965  
County Registrar of Forsyth

*North Carolina*

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

STATE OF *North Carolina* ASSIGNMENT  
FOR VALUE RECEIVED, *Forsyth* COUNTY OF *Forsyth*  
does hereby transfer, assign, and set over to the *G. & F. Aluminum Products Co.*  
its successors and assigns, the within Deed of Trust and the Note which same secures, without recourse  
DATED this *27* day of *May*, 19 *65*  
(Corporate Seal) *Raymond M. Garrison*  
Secretary (If Corporation) \_\_\_\_\_ Partner

NORTH CAROLINA, *Forsyth* COUNTY (Name of State and County where acknowledgment or proof is taken)  
I, *D. R. Wilson*, a Notary Public of *Forsyth* County, North Carolina,  
(Name of County and State where Notary qualified)  
certify that *Raymond M. Garrison* trading as *G. & F. Aluminum Products Co.*  
(Name of owner or partner) a partner of (Name of business)  
the grantor, personally appeared before me this day and acknowledged the due execu-  
tion of the foregoing instrument for and on behalf of said business.  
WITNESS my hand and official seal this *2nd* day of *July*, 19 *65*.  
Seal must appear here.  
Seal must be impressed sufficient  
for the notary's name to be readable. *D. R. Wilson*  
(Signature of Officer) Notary Public  
My commission expires *August 30, 1965*

NORTH CAROLINA, FORSYTH COUNTY: The foregoing certificate of *D. R. Wilson*  
a notary public of *Forsyth* County, North Carolina, is adjudged to be correct.  
Let the instrument and the certificate be registered.  
No. \_\_\_\_\_ C. S. C. Fee *50¢* paid. *Paul E. Swann* Deputy  
Clerk Superior Court  
Filed for registration at *1:14* o'clock *P* M., *August 3, 1965*, 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.  
Form 111 By *Fay Zimmerman* Deputy  
Register of Deeds

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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 \_\_\_\_\_ of  
Real Estate Mortgages, page \_\_\_\_\_  
Register of Deeds for \_\_\_\_\_ County,  
North Carolina.  
Return To: \_\_\_\_\_

STATE OF NORTH CAROLINA  
COUNTY OF \_\_\_\_\_

TO