

drawn by: Esther J. Atkins

# DEED OF TRUST

11

✓ 18890

NORTH CAROLINA, Forsyth COUNTY

THIS INDENTURE, Entered into this 10<sup>th</sup> day of January, 1966 by and between  
Robert V. McNeil and wife, Mary Katherine McNeil  
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 Three Thousand  
Seventeen and 04/100 - - - - - 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 Seventy-eight monthly installments of equal amounts, except the last, which is the same or of a lesser amount,  
beginning June 20<sup>th</sup>, 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 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 Lot Number 178 as shown upon the Map of  
WESTON SECTION 3 as recorded in the Office of the Register of Deeds of Forsyth  
County, North Carolina, in Plat Book 12 at Page 210, 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.

✓ Robert V. McNeil (SEAL)

WITNESS: ✓ Tom Bodenhamer ✓ Mary Katherine McNeil (SEAL)

State of North Carolina  
County of Forsyth  
I, Mildred Maye Wood, a Notary Public of Forsyth  
County, North Carolina, certify that Tom Bodenhamer personally appeared before me this day,  
(Name of subscribing witness)  
and being duly sworn, stated that in his presence Robert V. McNeil and Wife, Mary Katherine McNeil  
(Names of makers)  
signed the foregoing instrument.

WITNESS my hand and official seal, this the 22nd day of December, 1965.  
My commission expires: April 13, 1966  
Mildred Maye Wood Notary Public

BOOK 947 PAGE 473

about  
K.A. Grubbs, Credit Manager,  
October 17, 73  
James S. Isaac Jr.

Witness by Esther J. Atkins

DEED OF TRUST

11

NORTH CAROLINA, Forsyth

COUNTY

FILED IN N.C. DEED BOOK 14 DIVISION OF RECORDING 1966 by and between  
Robert A. Moore, Jr. and Mary E. Moore, his wife  
a Foreigner and Trustee of that  
Robert A. Moore, Jr. and Mary E. Moore, Inc.

do hereby certify that the sum of Three hundred and  
Seventeen and 64/100

dollars and 64/100

of the sum of \$3,177.64

has been paid to the undersigned by the sum of \$3,177.64

Tom H. H. H. H.

James S. Jones, Jr.

947-473

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

K. A. Hrebbles, Credit Manager  
as required by law, the same is hereby cancelled and no longer  
authorities contained in Section 45-37 of the

this October 17, 1973  
James S. Jones, Jr.

[The main body of the document is heavily obscured by a dense, dark, grainy texture, likely due to a poor quality scan or intentional redaction. No legible text is visible within this area.]

MediCorp.-  
assigned

11.1.1

11.1

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  
its successors and assigns, the within Deed of Trust and the Note which same secures, without recourse.  
DATED this 10th day of January, 1966.  
(Corporate Seal)  
Charles H. Atkins  
Secretary (If Corporation)  
A+C Metal Products Company, Inc.  
Charles H. Atkins President  
President, Owner, Partner

(Corporate Acknowledgment)

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

This 22nd day of December, A.D., 19 65, personally came before me, Mildred Maye Wood  
a notary public, Charles H. Atkins, who, being by me duly sworn, says that he is President  
(Name of President or Vice President)  
of the A+C Metal Products Co. Inc., and that the seal affixed to the foregoing or annexed  
(Name of Corporation)  
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 Charles H. Atkins  
(Name of President or Vice President)  
acknowledged the said writing to be the act and deed of said Corporation.

WITNESS my hand and official seal, this 22nd day of December, 19 65.  
Seal must appear here.  
Seal must be impressed sufficient  
for the notary's name to be readable.  
Mildred Maye Wood  
Notary Public

My commission expires April 13, 1966  
(Do not abbreviate)

NORTH CAROLINA, FORSYTH COUNTY: The foregoing certificate of Mildred Maye Wood  
a notary public of Forsyth County, North Carolina, is adjudged to be correct.  
Let the instrument and the certificate be registered.

No. 2579 C. S. C. Fee 25c paid. 50c  
FILED FOR REGISTRATION  
EMMIE AYERS  
FEB 10 1966  
day of February, 19 66.  
Clerk Superior Court

Filed for registration at o'clock, 19 , and registered in the  
Office of the Register of Deeds of Forsyth County, North Carolina in Book , Page .

Fee \$3.00 paid. D. I. 947 PAGE 474 DEPUTY By Emmie Ayers, Register of Deeds  
G.S. 47-41; 55-36  
Form 26-1M-7-62-Snyder