Drawn by: Esther I. Atkins

★ Exar

Alcoa Credit Co
Box 4487 - Charlottetown Sta
~~Elizabeth~~ N C 28204

M13

DEED OF TRUST

NORTH CAROLINA, Forsyth COUNTY 2

THIS INDENTURE, Entered into this 16 day of December, 1965 by and between Joseph Charles Bolejack And wife, Bonnie Jordan Bolejack 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 Two Thousand Two Hundred Thirty-Five And 24/100 - - - - - - - - - - - - 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 eighty-four monthly installments of equal amounts, except the last, which is the same or of a lesser amount, beginning March 10, 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 Bethania Township, Forsyth County, described as follows:

BEING KNOWN AND DESIGNATED as Lot Number TWO as shown upon the Map of NORTHWEST ACRES as recorded in the Office of the Register of Deeds of Forsyth County, North Carolina, in Plat Book 19 at Page 98, 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 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 apointed 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.

Joseph Charles Bolejack (SEAL)

WITNESS: Tom Bodenhamer

Bonnie Jordan Bolejack (SEAL)

State of North Carolina
County of FORSYTH

I, Mildred Maye Wood, a Notary Public of FORSYTH County, North Carolina, certify that TOM BODENHAMER (Name of subscribing witness) personally appeared before me this day, and being duly sworn, stated that in his presence JOSEPH CHARLES BOLEJACK and Wife, BONNIE JORDAN BOLEJACK (Names of makers) signed the foregoing instrument.

WITNESS my hand and official seal, this the 25th day of January, 1966

Mildred Maye Wood
Notary Public

My commission expires: April 13, 1966

Alcoa Credit Company Ass
By M. McIntyre Mgr
Jan 26 1968
[illegible]

Drawn by [illegible]

Alcoa Credit Co
PO Box 6407 Charlottetown Sta
Charlotte N.C. 28204

★ EMV

DEED OF TRUST

[illegible] COUNTY

THIS [illegible] 16 day of [illegible]

[illegible]

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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 Ass

By M McIntyre Mgr

as required by law, the same is hereby cancelled [illegible] of authority contained in Section 45-37 of the [illegible]

This Jan 26 1968

J S Spear

Ass

[illegible] bargain, sell, give, grant and convey [illegible]

[illegible] Township, Forsyth [illegible] described as follows:

BEING KNOWN AND DESIGNATED AS LOT [illegible] as shown upon the [illegible] Register of Deeds of Forsyth County, North Carolina, in [illegible] 90, 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 [illegible] newspaper published in said county, then in three or more public places in the county afterward, for thirty days, therein appointing a [illegible] 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 [illegible] of the proceeds of said sale, but not less than [illegible] in any event, as compensation for making the sale, shall then pay the costs and [illegible] note and all interest and other charges [illegible] and shall pay the surplus, if any, to said first party.

The parties of the first part agree to make [illegible] 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 [illegible] of the third part advances any moneys in payment of such taxes, assessments or insurance premiums, the amount so expended shall [illegible] 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 [illegible] of acting, relinquish his trust, or for other reason become unacceptable to the third party, then the third party [illegible] to take the place of the second party, and upon the probate and registration of [illegible] 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 [illegible] 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 [illegible] 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 owners 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.

Joseph Charles Bolejack

WITNESS: Tom Bodenhamer

Bonnie Jordan Bolejack (SEAL)

State of North Carolina

County of [illegible]

I, [illegible], a Notary Public of FORSYTH [illegible] do hereby certify that TOM BODENHAMER [illegible] personally appeared before me this day,
(Name of subscribing witness)

[illegible] that he saw JOSEPH CHARLES BOLEJACK and wife, BONNIE JORDAN BOLEJACK
(Names of makers)

[illegible] this the 15th day of [illegible], 19 [illegible]

[illegible] angree

[illegible] 26 1961 [illegible]

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 28 day of December, 1965.

(Corporate Seal)

Esther T. Atkins
Secretary (If Corporation)

A+C Metal Products Company, Inc.
Charles H. Atkins President
President, Owner, Partner

(Corporate Acknowledgement)

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

I, Mildred Maye Wood, a Notary Public of Forsyth County, (Name of County and State where Notary qualified) North Carolina, do hereby certify that Charles H. Atkins personally came before me this day and acknowledged that he is President (President, Vice President, Secretary, or Treasurer) of A. & C. Metal Products Co. Inc. (Name of Corporation) and acknowledged, on behalf of A. & C. Metal Products Co. Inc. (Name of Corporation), the grantor, the due execution of the foregoing instrument.

WITNESS my hand and official seal, this 14th day of March, 1966.

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

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

This 22 day of March, 1966.

[illegible] E. Swann, Deputy
Clerk Superior Court

No. 5665 C. S. C. Fee ~~25c~~ 50¢ paid.

FILED FOR REGISTRATION
EUNICE AYERS
REGISTER OF DEEDS
MAR 17 10 17 AM '66

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

Eunice Ayers, Register of Deeds
ASST.

By ________, Deputy
Register of Deeds

Fee $ ________ paid.
Form 26-B—1M—12-61

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STATE OF NORTH CAROLINA
COUNTY OF

TO

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.

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