

NORTH CAROLINA, FORSYTH COUNTY

THIS INDENTURE, Entered into this 16 day of MARCH, 1966 by and between

BOBBY E. DAY AND WIFE JO ANN M. DAY
of FORSYTH County, first party 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 One thousand eight hundred eighty two and 20/100 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 60 monthly installments of equal amounts, except the last, which is the same or of a lesser amount, beginning May 16th, 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 Southfork #2 Township, Forsyth County, described as follows: BEING LOTS NOS. 87 AND 88 AS SHOWN UPON A MAP OF THE OLD SIDES HILL PLACE AS SURVEYED AND PLATTED BY J. E. ELLERBE, C.E., ON JULY 13, 1946, MAP OF WHICH IS DULY RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS OF FORSYTH COUNTY IN PLAT BOOK 12, PAGE 81 (4 SHEETS) TO WHICH MAP REFERENCE IS MADE FOR A MORE PARTICULAR DESCRIPTION.

SUBJECT TO ANY RIGHTS THAT THE STATE OF NORTH CAROLINA MAY HAVE FOR THE RIGHT OF WAY IN FRONT OF SAID LOTS AS SHOWN ON RECORD MAP, THE SIZE OF THE ABOVE DESCRIBED LOTS FRONTING 100 FEET AND HAVING A DEPTH OF 200 FEET.

THIS IS THE SAME PROPERTY AS THAT DESCRIBED IN A DEED OF TRUST FROM BOBBY E. DAY AND WIFE, JO ANN M. DAY TO EDWARD S. HEEFNER, JR., TRUSTEE, AND STANDARD SAVINGS AND LOAN ASSOCIATION, RECORDED IN DEED OF TRUST BOOK 947 PAGE 328, DATED FEBRUARY 3, 1966 AND RECORDED FEBRUARY 4, 1966, IN THE OFFICE OF THE REGISTER OF DEEDS OF FORSYTH COUNTY, NORTH CAROLINA. THIS PROPERTY IS SHOWN ON THE FORSYTH COUNTY TAX MAP AS LOTS 87 AND 88, BLOCK 3895 SOUTH FORK #2 TOWNSHIP.

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 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.

WITNESS: Carolyn Clifton

State of North Carolina

County of Forsyth

J. E. S. Mallard

a Notary Public of Forsyth County, North Carolina

County of North Carolina, certify that Carolyn Clifton personally appeared before me this day,

and being duly sworn, stated that in his presence Bobby E. Day and Jo Ann M. Day

signed the foregoing instrument.

WITNESS my hand and official seal, this the 16th day of March, 1966

My commission expires:

Edith S. Mallard

Notary Public

My Commission Expires March 1, 1968

Book 950 PAGE 668

Alcoa Credit Company
John M. Clifton, Jr.
July 24 70
117-570-0000

return: Alcoa Credit Co.
P.O. Box 4407, Charlotte N. C. (Emw)
DEED OF TRUST

50243

NORTH CAROLINA, FORSYTH COUNTY

28

THIS INDENTURE, Entered into this 16 day of MARCH, 1966 by and between

BOBBY E. DAY AND WIFE JO ANN M. DAY

of FORSYTH County, first party 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 One thousand eight hundred eighty two and 20/100 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 60 monthly installments of equal amounts, except the last, which is the same or of a lesser amount, beginning May 16th, 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 Southfork #2 Township, Forsyth County, described as follows: BEING LOTS NOS. 87 AND 88 AS SHOWN UPON A MAP OF THE OLD SIDES HILL PLACE AS SURVEYED AND PLATTED BY J. E. ELLERBE, C.E., ON JULY 18, 1946, MAP OF WHICH IS DULY RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS OF FORSYTH COUNTY IN PLAT BOOK 12, PAGE 81 (4 SHEETS) TO WHICH MAP REFERENCE IS MADE FOR A MORE PARTICULAR DESCRIPTION.

SUBJECT TO ANY RIGHTS THAT THE STATE OF NORTH CAROLINA MAY HAVE FOR THE RIGHT OF WAY IN FRONT OF SAID LOTS AS SHOWN ON RECORD MAP, THE SIZE OF THE ABOVE DESCRIBED LOTS FRONTING 100 FEET AND HAVING A DEPTH OF 200 FEET THIS IS THE SAME PROPERTY AS THAT DESCRIBED IN A DEED OF TRUST FROM BOBBY E. DAY AND WIFE, JO ANN M. DAY TO EDWARD S. HEEFNER, JR. TRUSTEE, AND STANDARD SAVINGS AND LOAN ASSOCIATION, RECORDED IN DEED OF TRUST BOOK 947 PAGE 328 DATED FEBRUARY 3, 1966 AND RECORDED FEBRUARY 4, 1966, IN THE OFFICE OF THE REGISTER OF DEEDS OF FORSYTH COUNTY, NORTH CAROLINA. THIS PROPERTY IS SHOWN ON THE FORSYTH COUNTY TAX MAP AS LOTS 87 AND 88, BLOCK 3845 SOUTH FARK #2 TOWNSHIP

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 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 trust, 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.

WITNESS: Carolyn Clifton

State of North Carolina

County of Forsyth

I, Edith S. Mallard

County, North Carolina, certify that Carolyn Clifton

a Notary Public of Forsyth County, North Carolina

(Name of subscribing witness)

personally appeared before me this day,

and being duly sworn, stated that in his presence Bobby E. Day and Jo Ann M. Day

(Names of makers)

signed the foregoing instrument.

WITNESS my hand and official seal, this the 16th day of March, 1966

My commission expires:

Edith S. Mallard

Notary Public

My Commission Expires: July 1, 1970

Book 950 PAGE 668

Alcoa Credit Company
John M. Dwyer, Jr. mg
July 24 70
Specimen

return: Alcoa Credit Co.
P.O. Box 4407, Charlotte, N. C. (Enc)

DEED OF TRUST

50243

NORTH CAROLINA, FAYETH COUNTY

THIS INDENTURE, Entered into this 16 day of MARCH, 1966 by and between

BOBBY L DAY AND WIFE, JO ANN M DAY
of FAYETH COUNTY, North Carolina
and C. F. HARRISON PRODUCTS CO.

WITNESSETH, That C. F. HARRISON PRODUCTS CO. has loaned to BOBBY L DAY AND WIFE, JO ANN M DAY the sum of Eight hundred eighty four dollars (\$884.00) which said sum of money has been paid to BOBBY L DAY AND WIFE, JO ANN M DAY in full payment of a lesser amount of money.

TO HAVE AND TO HOLD the above sum of money to BOBBY L DAY AND WIFE, JO ANN M DAY and their heirs, assigns and assigns forever, together with the interest thereon at the rate of 12% per annum, to be paid to C. F. HARRISON PRODUCTS CO. on the 1st day of each month beginning on the 1st day of April, 1966, until the principal and interest thereon has been paid in full.

IN TESTIMONY WHEREOF, C. F. HARRISON PRODUCTS CO. has hereunto set its hand and seal this 16th day of March, 1966, at Charlotte, North Carolina.

WITNESSETH, That I, J. M. [Name], Notary Public for the State of North Carolina, do hereby certify that the foregoing instrument was duly executed and acknowledged before me this 16th day of March, 1966, at Charlotte, North Carolina, by BOBBY L DAY AND WIFE, JO ANN M DAY, and being duly sworn, state that in his presence.

signed the foregoing instrument.

WITNESS my hand and official seal, this the 16th day of March, 1966.

My commission expires: [Date]

[Signature]

Notary Public

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, Inc. By Jean M. Intyre, Jr., mgf as required by law, the same is hereby cancelled and the authority contained in Section 45-37 of the North Carolina Code of Laws is hereby terminated. This July 24 70 [Signature]

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 L. FULTON of G & F ALUMINUM PRODUCTS CO
does hereby transfer, assign, and set over to the ALCOA CREDIT CO.
its successors and assigns, the within Deed of Trust and the Note which same secures, without recourse
DATED this 16 day of March, 1966.
(Corporate Seal) _____
Secretary (If Corporation) _____ President, Co., Partner

NORTH CAROLINA, FORSYTH COUNTY (Name of State and County where acknowledgment or proof is taken)
I, Edith S. Mallard, a Notary Public of Forsyth County, North Carolina,
(Name of County and State where Notary qualified)
certify that Paul L. Fulton, trading as G & F Aluminum Products Co.,
(Name of owner or partner) (Name of business)
a partner of 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 16th day of March, 1966.
Seal must appear here. Seal must be impressed sufficient for the notary's name to be readable. _____
(Signature of Officer) Notary Public
My commission expires March 1, 1968.

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 25 day of March, 1966
No. 1577 C. S. C. Fee 25c paid. _____, Deputy
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, Book _____, Page _____
Fee \$ 3.00 paid. _____, Deputy
Form 111 _____ Register of Deeds

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

66 MAR 25 1966