

North Carolina Credit Co. (Clerk)
NORTH CAROLINA, FORSYTH County, 13 day of APRIL, 1966

THIS INDENTURE, bearing date this 13 day of APRIL, 1966, was made between
JOHN D. SMITH AND HIS WIFE EMILY H. SMITH
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 nine hundred and 12/100 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 84 monthly installments of equal amounts, except the last, which is the same or of a lesser amount,
beginning May 27, 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 BROADWAY Township, FORSYTH County,
described as follows: LYING AND BEING IN FORSYTH COUNTY, NORTH CAROLINA AND FRONTING ON THE
WEST SIDE OF NICHOLSON ROAD, SAID NICHOLSON ROAD BEING NORTHWARDLY FROM KERNERSVILLE
ROAD, BEGINNING AT FRANK BUIE SOUTHEAST CORNER AND RUNNING ALONG WEST SIDE OF
NICHOLSON ROAD SOUTHWARDLY 63 FEET TO A POINT IN THE PROPERTY LINE OF CLIFTON
HAIRSTON'S PROPERTY; THENCE ALONG CLIFTON HAIRSTON'S PROPERTY LINE WESTWARDLY
281 FEET TO THE PROPERTY LINE OF R. L. HASTEN; THENCE NORTHWARDLY ALONG THE
PROPERTY LINE OF R. L. HASTEN 63 FEET TO THE PROPERTY LINE OF FRANK BUIE; THENCE
EASTWARDLY ALONG THE SOUTH PROPERTY LINE OF FRANK BUIE 281 FEET TO A POINT IN
THE WEST SIDE OF THE NICHOLSON ROAD, THE PLACE OF BEGINNING, THIS BEING A
PART OF THE EUGENE HAIRSTON PROPERTY.

THIS PROPERTY IS SHOWN ON THE FORSYTH COUNTY TAX MAP AS LOT NO. 10B
BLOCK 2602, BROADWAY 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 second 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 trust, 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 execute 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.

Whichever word 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: James C. Parzen John D. Smith (SEAL)
Emily H. Smith (SEAL)

State of North Carolina
County of Forsyth
I, Edith S. Mallard, a Notary Public of Forsyth
County, North Carolina, certify that James C. Parzen personally appeared before me this day,
(Name of subscribing witness)
and being duly sworn, stated that in his presence John D. Smith and Emily H. Smith
(Names of makers)

signed the foregoing instrument.
WITNESS my hand and official seal, this 13th day of April, 1966
My commission expires: Edith S. Mallard Notary Public
My Commission Expires March 1, 1968

5588

D. T. 953 PAGE 219
BOOK

John Alcoa Credit Co., assignee
John Martin, Manager
December 3, 1966
James C. Parzen, Jr.

Mailed to: Alcoa Credit Co. P.O. Box 4407 Charlotte Station
(Cmr) DEED OF TRUST Charlotte NC 28204 1967

NORTH CAROLINA, FORSYTH COUNTY 2

THIS INDENTURE, Entered into this 13 day of APRIL, 1966 by and between
JOHN D. SMITH AND HIS WIFE EMILY H. SMITH
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 Three thousand nine hundred and 12/100 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 84 monthly installments of equal amounts, except the last, which is the same or of a lesser amount,
beginning May 27, 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 BROADBAY Township, FORSYTH County,
described as follows: LYING AND BEING IN FORSYTH COUNTY, NORTH CAROLINA AND FRONTING ON THE WEST SIDE OF NICHOLSON ROAD, SAID NICHOLSON ROAD BEING NORTHWARDLY FROM KERNERSVILLE ROAD, BEGINNING AT FRANK BUIE SOUTHEAST CORNER AND RUNNING ALONG WEST SIDE OF NICHOLSON ROAD SOUTHWARDLY 63 FEET TO A POINT IN THE PROPERTY LINE OF CLIFTON HAIRSTON'S PROPERTY; THENCE ALONG CLIFTON HAIRSTON'S PROPERTY LINE WESTWARDLY 281 FEET TO THE PROPERTY LINE OF R.L. HASTEN; THENCE NORTHWARDLY ALONG THE PROPERTY LINE OF R.L. HASTEN 63 FEET TO THE PROPERTY LINE OF FRANK BUIE; THENCE EASTWARDLY ALONG THE SOUTH PROPERTY LINE OF FRANK BUIE 281 FEET TO A POINT IN THE WEST SIDE OF THE NICHOLSON ROAD, THE PLACE OF BEGINNING, THIS BEING A PART OF THE EUGENIE HAIRSTON PROPERTY

THIS PROPERTY IS SHOWN ON THE FORSYTH COUNTY TAX MAP AS LOT NO. 10B BLOCK 2672, BROADWAY 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 falls 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 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.

WITNESS: James C. Parzen

State of North Carolina

County of Forsyth

I, Edith S. Mallard, a Notary Public of Forsyth

County, North Carolina, certify that James C. Parzen personally appeared before me this day,

(Name of subscribing witness)

and being duly sworn, stated that in his presence John D. Smith and Emily H. Smith

(Names of makers)

signed the foregoing instrument.

WITNESS my hand and official seal, this the 13th day of April, 1966

My commission expires:

March 1, 1968

Notary Public

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BOOK 953 PAGE 219

John Alcoa Credit Co., assignee
John Martin, Manager

December

James J. Isaacs Jr.

Mails to: Alcoa Credit Co. P.O. Box 4407 Charlotte Station
(Cnr)

DEED OF TRUST

Charlotte 410 28 204

NORTH CAROLINA, 12-27-74 COUNTY 2

THIS INDENTURE, Entered into this 10 day of April, 1974 by and between

JOHN D. MARTIN, JR. and ALCOA CREDIT CO.

of Charlotte, North Carolina County first party

and ALCOA CREDIT CO. of Charlotte, North Carolina County second party

WITNESSETH, That whereas the first party is indebted to the second party in the sum of

for which said indebtedness the first party has executed and delivered to the second party a promissory note, the terms of which are set forth in the attached promissory note, and

that the first party has agreed to execute and deliver to the second party a deed of trust to secure the payment of the said promissory note, and

that the first party has agreed to execute and deliver to the second party a deed of trust to secure the payment of the said promissory note, and

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that the first party has agreed to execute and deliver to the second party a deed of trust to secure the payment of the said promissory note, and

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 Co., assignee
By John Martin, Manager
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 North Carolina
This December 3, 1973
James J. Isaacs, Jr.
Deputy Register of Deeds

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 13 day of April, 1946. G. & F. Aluminum Products Company
(Corporate Seal) By: Paul L. Fulton
Secretary (If Corporation) President, Owner, Partner

(Corporate Acknowledgement)

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) a partner (Name of business)

the grantor, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for and on behalf of said business.

WITNESS my hand and official seal this 13th day of April, 1946.

Seal must appear here. Seal must be impressed sufficient for the notary's name to be readable. Edith S. Mallard
(Signature of Officer) Notary Public

My commission expires My Commission Expires March 1, 1948

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.

No. 9291 C. S. C. Fee 25c paid. This day of April, 1946

Filed for registration at _____ o'clock _____, 1946
Office of the Register of Deeds of Forsyth County, North Carolina in Book _____, Page _____
Clerk Superior Court

Fee \$ 3.00 paid. Form 111
APR 27 1946
DEPUTY _____, Deputy Register of Deeds

D. I. BOOK 953 PAGE 220

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.
Return To: _____