

Drawn by: Esther Y. Atkins

DEED OF TRUST

ALCOA CREDIT COMPANY
SUBSIDIARY OF ALCOA
P. O. BOX 4407, CHARLOTTE-TOWN STATION
CHARLOTTE, NORTH CAROLINA 28204

19308

NORTH CAROLINA, Forsyth COUNTY 3

THIS INDENTURE, Entered into this 9th day of March, 1966, by and between
OWEN H. McGuire and wife, Lucy W. McGuire
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
One Hundred Fifty Seven and 60/100 - - - - - 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 1, 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 OLDTOWN Township, FORSYTH County,
described as follows:

BEING KNOWN AND DESIGNATED as Lot Number 1
as shown upon the Map of CARL R. SAPP PROPERTY
as recorded in the Office of the Register of Deeds
of Forsyth County, North Carolina, in Plat Book 16
at Page 67, 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.

Mr. Owen H. McGuire (SEAL)

WITNESS: Charles H. Atkins and Mrs. Lucy W. McGuire (SEAL)

State of North Carolina

County of Forsyth

I, Mary Wood, a Notary Public of Forsyth

County, North Carolina, certify that Charles H. Atkins personally appeared before me this day,
(Name of subscribing witness)

and being duly sworn, stated that in his presence Mr. Owen H. McGuire and Mrs. Lucy W. McGuire
(Names of makers)

signed the foregoing instrument.

WITNESS my hand and official seal, this the 14th day of March, 1966.
My commission expires: May 13, 1968

Mary Wood
Notary Public
April 13, 1966 BOOK 953 PAGE 359

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 2nd day of March, 1966. (Corporate Seal) Charles H. Atkins Secretary (If Corporation) A & C Metal Products Company, Inc. Charles H. Atkins President, Owner, Partner President

STATE OF NORTH CAROLINA, FORSYTH COUNTY (Name of State and County where acknowledgment or proof is taken) This 14th day of March, A.D., 1966, personally came before me, Mildred Maye Wood, a notary public, Charles H. Atkins (Name of President or Vice President), who, being by me duly sworn, says that he is President of the A. & C. METAL PRODUCTS COMPANY, INC. (Name of Corporation), and that the seal affixed to the foregoing or annexed 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. I do certify that I am not a party to the attached 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 (Abbreviations MUST not be used)

STATE OF 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. 9519 C. S. C. Fee 25c paid.

Filed for registration at o'clock, 1966, and registered in the Office of the Register of Deeds of Forsyth County, North Carolina, Page 360

Fee \$ 3.00 paid. Form 26-1M-11-62-Sun Ptg. Co.

FILED FOR REGISTRATION
EUNICE AYERS
REGISTER OF DEEDS
FORSYTH COUNTY, N.C.
APR 29 10 16 AM '66
BY EUNICE AYERS, Register of Deeds
DEPUTY

Return To: North Carolina. Register of Deeds for County. Real Estate Mortgage, page of immediately entered upon the proper indexes and duly recorded in Book of I hereby certify that the within Deed of Trust was filed for record in my office at o'clock, day of 1966, and was

DEED OF TRUST

TO

STATE OF NORTH CAROLINA
COUNTY OF

BOOK 953 PAGE 360