

Mail: Alcoa Credit Co. PO Box 4407 Charlotte, NC 19930

16  
DEED OF TRUST

NORTH CAROLINA, Forsyth COUNTY

THIS INDENTURE, Entered into this 31 day of May, 1966 by and between  
Thomas Lee Henkel and wife Margaret M. Henkel  
of Forsyth County, first party R. Beverly R. Webb Trustee, second party,  
and G & J Aluminum Products Co. third party.

WITNESSETH, That whereas the first party is indebted to third party in the sum of Two thousand  
two hundred and 50/100 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 54 monthly installments of equal amounts, except the last, which is the same or of a lesser amount,  
beginning October 20, 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 Old Town Township, Forsyth County,  
described as follows: THIS IS THE SAME PROPERTY AS THAT DESCRIBED IN A  
DEED OF TRUST FROM WOODROW W. MYERS AND WIFE MYREL P. MYERS  
TO CHARLES C. CAMERON, TRUSTEE AND CAMERON-BROWN COMPANY,  
RECORDED IN DEED OF TRUST BOOK 892, PAGE 262, DATED AND RECORDED  
FEBRUARY 21, 1964, 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 NOS. 7 AND 8, BLOCK 2335,  
OLD TOWN 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 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 trustee, 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.

WITNESS: *Raymond M. Garrison* *Thomas L. Henkel* (SEAL)  
*Margaret M. Henkel* (SEAL)

State of North Carolina  
County of Forsyth  
I, *Edith S. Mallard*, a Notary Public of Forsyth  
County, North Carolina, certify that *Raymond M. Garrison* (Name of subscribing witness)  
and being duly sworn, stated that in his presence *Thomas L. Henkel and wife Margaret M. Henkel* (Names of makers)

signed the foregoing instrument.  
WITNESS my hand and official seal, this the 31 day of May, 1966  
My commission expires: My Commission Expires March 1, 1968. *Edith S. Mallard*  
Notary Public

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 D. & F. Aluminum Products Co. does hereby transfer, assign, and set over to the Alex. Credit Co. its successors and assigns, the within Deed of Trust and the Note which same secures, without recourse. DATED this 31 day of May, 1966. (Corporate Seal) Secretary (If Corporation) President, Owner, 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 D. & 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 31 day of May, 1966. Seal must appear here. Seal must be impressed sufficient for the notary's name to be readable. (Signature of Officer) Edith S. Mallard Notary Public My commission expires 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. No. 1980 C. S. C. Fee 25c paid. FILED FOR REGISTRATION JUN 17 11 54 AM '66 REGISTERED AT DEEDS DEPT. OF REVENUE BY Ruth B. Shaw Deputy Register of Deeds Office of the Register of Deeds of Forsyth County, North Carolina, Book Page Junice Myers, Register of Deeds Fee \$3.00 paid. Form 111

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:

STATE OF NORTH CAROLINA COUNTY OF

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