

DEED OF TRUST

THIS DEED OF TRUST, made and entered into this 27 day of Sept., 1966, by and between

Thelma L. Booker

Stephen Agapion Esq.

hereinafter called the Grantor;

Robert H. Sapp

hereinafter called the Trustee; and

G. and F. Aluminum Inc.

616 Woughtown St.

having his principal office and post office address at Winston Salem, N.C., North Carolina, hereinafter called the Beneficiary;

(Street) (City)

WHEREAS the Grantor is justly indebted to the Beneficiary in the full sum of One thousand two hundred twenty four and 78/100

Dollars (\$1224.00), evidenced by promissory note of even date herewith payable to the Beneficiary, at the office of the Beneficiary stated above,

or at such other place as the holder may designate in 48 monthly instalments of \$ 25.50 commencing on the

10 day of Nov., 1966 and like payments on the same day of each successive month thereafter until paid in full, together with late charges, court costs, collection expenses, attorney fees and interest after maturity as provided in said note.

AND WHEREAS, Grantor is anxious to secure the payment of said indebtedness hereinabove specifically described, together with any other indebtedness that may become due and owing under the terms of this instrument;

NOW THEREFORE in consideration of FIVE AND NO/100 (\$5.00) DOLLARS, to the undersigned Grantor this day paid by the aforesaid Trustee, the receipt of which is hereby acknowledged, the Grantor has granted, bargained and sold and by these presents does grant, bargain, sell and convey unto the

said Trustee, the following described land and property lying and being situated in the City or Town of Winston Salem, N.C.

County of Forsyth
Beginning at a stake on the North side of Aureole Street at a point 200 ft. East of the Northeast corner of Aureole St. and Urban Sts, and running Eastwardly 50 ft. to a stake; thence Northwardly with McDuffy's lands 150 ft. to a stake on an alley; thence Westwardly with said alley, 50 ft. to a stake in the Northeast corner of Lot 7, W.H. Hargraves line; thence Southwardly with Lot No. 7, W.H. Hargraves line, 150 ft. to a stake in Aureole Street the place of Beginning. Said Lot Adjoining Lot 7, and Lot 7 being in Block 15, Wachovia Development Company property recorded in Plat Book 8, page 81, in the Office of the Register of Deeds of Forsyth County, N.C. See Deed Book 584, page 290, Forsyth County Registry, and see Book 105, page 584, Forsyth County Registry. TO HAVE AND TO HOLD the said premises, together with all the privileges and appurtenances thereto belonging, Incident or appertaining thereto, unto the said Trustee in trust for the uses and purposes hereinafter set forth. The Grantor covenants that he has exclusive and unconditional title to and possession of the above described property; that there are no liens, claims or encumbrances against same, or any part thereof, other than as shown here:

Deed of Trust to: R.L. Scales & Winston Mutual Life Ins. Co., July 22, 1966, Bk. 959, Pg. 447

This conveyance, however, is in trust, and should Grantor pay the aforesaid note at maturities and otherwise perform all the terms and conditions thereof, this conveyance shall be void; otherwise, and in the event that Grantor should fail to pay the said indebtedness, or any instalment or part thereof at maturities, or should otherwise fail to perform any of the terms and conditions of the said note or this deed of trust, then this deed shall remain in force and effect and the whole of the indebtedness secured in and by this instrument may, at the option of the Beneficiary, and without notice to the Grantor, be declared immediately due and payable and said Trustee shall, upon demand of the Beneficiary, his successors or assigns, proceed to sell the aforesaid property, or any part thereof, at public auction, at the front door of the Court House of the aforesaid county to the highest bidder for cash, first giving the notice required by the laws of North Carolina in respect to exercising power of sale under deeds of trust then in effect, and upon such sale shall execute and deliver a deed in fee simple of the property sold to the purchaser or purchasers thereof, and said Trustee shall receive the proceeds of said sale out of which he shall pay, first the cost and expenses of executing this trust, including compensation to the Trustee for his services, next to the Beneficiary upon usual vouchers therefor, all money paid for insurance, taxes and liens plus interest thereon, and next to the Beneficiary all amount due and unpaid on said note, and the balance, if any, shall be paid to the parties entitled to same according to law. At any such foreclosure sale the Beneficiary may be the purchaser.

It is agreed that all buildings on said property shall be kept fully insured from loss by fire and windstorm, and from such other casualties as may be required by said Beneficiary, its successors and assigns, for the benefit of the said Beneficiary and payable to it in the event of loss, as its interest may appear, for application, at the option of said Beneficiary, to the repairing, reconditioning, reconstruction or replacement of the aforesaid property or to any balance remaining outstanding on the aforesaid note, or other said indebtedness, whether all thereof be then due or not; and that all taxes and other charges maturing from time to time on said property shall be kept promptly paid. In event of loss Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In the event any insurance proceeds are payable jointly to Grantor and Beneficiary, Grantor hereby authorizes Beneficiary to endorse his name on any such check, draft or money order as his attorney-in-fact. In event the undersigned shall neglect or refuse to obtain said insurance or pay said taxes and other charges, then said Beneficiary may, at its option, but is not required to, obtain such insurance and pay all such taxes and other charges, either or all; and all sums of money expended therefore are hereby secured by this deed of trust, and shall be repayable with interest at the highest lawful contract rate from dates of such payments, upon demand of said Beneficiary, and may be retained by said Beneficiary from the proceeds of any sale of said property herein authorized. For default in either of said matters, the Trustee may make sale of said property, upon demand of said Beneficiary, its successors or assigns, and apply the proceeds received therefrom, all as hereinbefore provided in event of default in payment of said note by Grantor.

The Grantor agrees and covenants that he will maintain the property in good condition and not to commit or to permit anyone else to commit waste, reasonable wear and tear excepted. Upon the failure of Grantor to so maintain the mortgaged property, Beneficiary may cause reasonable maintenance work to be performed at the cost of Grantor. Any such sum so expended shall be due immediately from Grantor with interest at the highest lawful contract rate from the date expended until paid.

In the event that this Deed of Trust is subordinate to any other deed of trust or lien of any kind, the Beneficiary may, in the event of default in any agreement or the indebtedness secured by prior lien when due, at its option, declare the entire indebtedness secured by this Deed of Trust immediately due, and payable, or the Beneficiary may perform any such defaulted covenant or agreement to such extent as the Beneficiary may determine or pay any part of the indebtedness which is in default, with resultant right of subrogation, and the Beneficiary shall have a lien for the same with interest at the highest lawful contract rate from date until paid, and the Trustee shall have all of the powers of sale or otherwise, in reference to said payments as for default in the payments of the original indebtedness secured by this Deed of Trust, and the failure to promptly repay the Beneficiary any money so expended, upon demand, shall render the whole indebtedness herein secured, at the option of the legal holder of said indebtedness, immediately due and payable.

This Deed of Trust may be assigned by the Beneficiary and when so assigned the assignee shall have all of the right and privileges given to the Beneficiary by the terms thereof. The term "Grantor" shall include the heirs, devisees, legatees, successors, administrators and executors of all Grantors. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and or neuter, and the singular includes the plural.

The irrevocable power to appoint a substitute trustee or trustees is hereby expressly granted to the Beneficiary, its successors or assigns, to be exercised at any time hereafter, without notice and without specifying any reason therefor, by filing for record in the office where this instrument is recorded an instrument of appointment. The Grantor and Trustee, or any substituted Trustee or Trustees, expressly waive notice of the exercise of this power, and any necessity for making oath or giving bond by any Trustee, as well as any requirement for application to any court for the removal, appointment, or substitution of any Trustee hereunder.

Witness the signature of the undersigned on the day, month and year first above set forth.
Subscribing Witnesses:

Carolyn Clifton

Thelma L. Booker (S.S.)
(Signature of Grantor)

(Signature of Grantor)

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THE ORIGINAL OF THIS INSTRUMENT WITH THE NOTE(S) SECURED THEREBY HAVING THIS DAY BEEN EXHIBITED TO UNDERSIGNED MARKED PAID BY AS REQUIRED BY G.S. 45-37, SAME IS HEREBY CANCELLED OF RECORD. THIS 1966. JUNE 14, 1966. DPTV-4157

ACKNOWLEDGEMENT BY GRANTOR(S)

STATE OF NORTH CAROLINA

COUNTY OF _____

I, _____, notary public in and for the aforementioned county and state, do hereby certify that _____ and _____, his _____ personally appeared before me this day and acknowledged the due execution of the foregoing Deed of Trust. Witness my hand and official seal this _____ day of _____, 19____.

[SEAL]

My term expires _____

Notary Public

ACKNOWLEDGEMENT BY WITNESS

STATE OF NORTH CAROLINA

COUNTY OF Forsyth

NOTARY

Edith S. Mallard

Clifton

Edith S. Mallard

_____, notary public in and for the aforementioned county and state, do hereby certify that _____ personally appeared before me this day and, being duly sworn, stated that in his presence _____ signed the foregoing Deed of Trust.

Witness my hand and official seal this 27 day of September, 1966.

[SEAL]

My term expires _____

My Commission Expires March 1, 1968

Edith S. Mallard

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 OF DEED OF TRUST

For value received, _____

President

(Title)

title, and interest in foregoing deed of trust of real estate together with the promissory note therein described and all money to become due thereunder.

WITNESS MY SIGNATURE, this 27 day of September, 1966.

[Corporate Seal]

Sara C. Fulton
(Secretary or Assistant Secretary)

G. & J. Aluminum, Inc.
(Name of Dealer)

By: Paul L. Fulton
Title: President

(Corporate Acknowledgement)

STATE OF NORTH CAROLINA, COUNTY OF Forsyth

Edith S. Mallard Notary Public, certify that _____ came

before me this day and acknowledged that he/she is Secretary of G. & J. Aluminum

(Secretary or Assistant Secretary)

a corporation, and that, by authority duly given and as the act of the corporation, the foregoing assignment was signed in its name by its

President sealed with its corporate seal and attested by himself/herself as its Secretary

(Secretary or Assistant Secretary)

Witness my hand and official seal this 27 day of September, 1966.

[SEAL]

My term expires _____

My Commission Expires March 1, 1968

NOTARY PUBLIC

Edith S. Mallard

L. S.

(Partnership or Sole Owner Acknowledgement)

STATE OF NORTH CAROLINA, COUNTY OF _____

I, _____, Notary Public, certify that _____

trading as/a partner of _____, the grantor, personally appeared before me this day and

acknowledged the due execution of the foregoing assignment for and on behalf of said business.

Witness my hand and official seal this _____ day of _____, 19____.

[SEAL]

My term expires _____

L. S.

STATE OF NORTH CAROLINA, _____

The foregoing certificate of Edith S. Mallard, a Notary Public of _____

County, is adjudged to be correct. Therefore, let the instrument, with the certificates be registered.

Witness my hand, this 5 day of December, 1966.

RECORD AND RETURN TO:
PEOPLES NATIONAL FUND, INC.
633 - THIRD AVENUE
NEW YORK 17, NEW YORK

FILED FOR REGISTRATION
CLERK SUPERIOR COURT
FORSYTH COUNTY, N. C.
DEC 5 1966
DEPUTY
3:30 PM
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