

21481

4

Forsyth

THIS INDENTURE, Entered into this 10 day of January, 19 67 by and between

and 12 & J Aluminum, Inc., third party.

WITNESSETH, that whereas the first party is indebted to third party in the total sum of three.....

Note (or notes) is (are) payable in 66 installments of equal amounts, except the last, which is the same or of a lesser amount, beginning 6-1-67

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 11-10-16/052

I Township, Fourth County, described as follows:

BEING LOT NO. 5 ON MAP OF CLIFTON L. SMITH PROPERTY,
RECORDED IN PLAT BOOK 13, PAGE 8, OFFICE OF THE REGISTER
OF DEEDS OF FORSYTH COUNTY, N. C.

TO HAVE AND TO HOLD said land and premises, with all the rights, privileges and appurtenances there unto 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 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 premit m's, 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 any 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 all 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.

Chloe W. Marfield

Sallie R Moorefull (SEAL)

WITNESS:

State of North Carolina

County of Forsyth

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

County, North Carolina, certify that C. E. Watkins personally appeared before me this day,

and being duly sworn, stated that in his presence CLYDE W. MOOREFIELD AND VALLIE P. MOOREFIELD
(Name of Makers)

signed the foregoing instrument.

WITNESS my hand and official seal, this the 10 day of January, 1967.

My commission expires:

My Commission Expires March 1, 1958

Notary Public

Enu.

Mail 5:

DEED OF TRUST

NORTH CAROLINA.

Gorwilla

COUNTY

THIS INDENTURE, Entered into this 10 day of January, 19 67 by and between

Clyde W Moorefield and wife 2000 R Moorefield

of Greene County, first party R. B. and K. L. Lee Trustee, second party,

and _____, third party.

WITNESSETH, that whereas the first party is indebted to third party in the total sum of Three

Thousand one Hundred ninety Three ^{and 74/100} DOLLARS.

for which said first party has executed and caused to be executed one or more notes of even date herewith for said amount, which

Note (or notes) is (are) payable in 66 installments of equal amounts, except the last, which is the same or of a lesser amount, beginning 6-1-1966

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 Michigan

..... Township, Fourth County, described as follows:

BEING LOT NO. 5 ON MAP OF CLIFTON L. SMITH PROPERTY,
RECORDED IN PLAT BOOK 13, PAGES, OFFICE OF THE REGISTER
OF DEEDS OF FORSYTH COUNTY, N.C.

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 hereunder or shall default in any such payments, then all remaining installments shall become due at the option of the third party, and application may be made by the third party to advertise said land in some newspaper entitled to the moneys due; it shall be lawful for, and the duty of, the said third party, its heirs, assigns, trustees and agents, to advertise said land in some newspaper published in the county in which said land is located, and also in one or more newspapers published in the city of New York, and thereupon the 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 in 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 \$15,000 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 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.

10 The parties hereto do covenant and agree that if the trustee dies, becomes disabled, resigns, renounces his trust, or for any reason becomes unacceptable to the third party, then the third party may appoint, or designate, a substitute to take the place of the deceased party, and upon the probate and registration of the same the trustee so appointed shall have all the powers of the second party.

Any statement of facts or recital by said trustee in this deed in relation to the payment of the money secured by said deed, the amount due, the advertisement, sale, receipt of the money, and the execution of this deed by said purchaser, shall be received as prima facie evidence of such fact. If said first party shall not indicate any interest in said land in the trusts, as herein declared, but in 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 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 all mortgages, incumbrances whatsoever; That they will forever warrant and defend the title to the same from the lawful claims of all persons who shall see cause; 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 indenture.

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.

• Apple II Macintosh (SEMI)

Little & Manifests ... (SEM)

WITNESS:

State of North Carolina

County of Fairfax

I, Edith S. Maland, a Notary Public of Lowell

County, North Carolina, certify that C. E. Laker personally appeared before me this day,

(Name of subscribing witness)

and being duly sworn, stated that in his presence CLYDE W. MOOREFIELD AND VALLIE MOOREFIELD
(Name of Makers)

(Name of Makers)

signed the foregoing instrument.

WITNESS my hand and official seal, this the 1st day of January, 1967.

My commission expires:

Erith J. Maclan
Notary Public

Notary Public

The original of this instrument with the note or bonds secured thereby having this day been exhibited to the undersigned clerk and satisfied by

By Richard Little Company (Assignee)
as required by law the same is here certified of record by virtue of authority conferred by

Oct 23 190
Recorders Office
of the County of Alameda State of Calif

DEED OF TRUST

ALCOA CREDIT COMPANY
SUBSIDIARY OF ALCOA
P. O. BOX 1407, CHARLOTTETOWN STATION
CHARLOTTE, NORTH CAROLINA 28204

NORTH CAROLINA, Forsyth COUNTY

THIS INDENTURE, Entered into this 10 day of January, 1967 by and between
Clyde W. Moorefield and wife Vallie R. Moorefield
of Forsyth County, first party R. Beverly R. Webb Trustees, second party,
and S. & J. Aluminum, Inc., third party.

WITNESSETH, that whereas the first party is indebted to third party in the total sum of Three
thousand one hundred ninety three and 74/100 DOLLARS.
for which said first party has executed and caused to be executed one or more notes of even date herewith for
said amount, which

Note (or notes) is (are) payable in 66 installments of equal amounts, except the last, which is the
same or of a lesser amount, beginning July 5, 1967, 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 here-
inafter 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 Middlefork
I Township, Forsyth County, described as follows:

BEING LOT NO. 5 ON MAP OF CLIFTON L. SMITH PROPERTY,
RECORDED IN PLAT BOOK 13, PAGE 8, OFFICE OF THE REGISTER
OF DEEDS OF FORSYTH COUNTY, N.C.

TO HAVE AND TO HOLD said land and premises, with all the rights, privileges and appurtenances there
unto 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 news-
paper 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 if 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 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 all encum-
brances 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 applic-
able to all genders.

IN TESTIMONY WHEREOF, the said first party does hereunto subscribe its respective names and affix its seals.

Clyde W. Moorefield (SEAL)

Vallie R. Moorefield (SEAL)

NOTARY PUBLIC
STATE OF NORTH CAROLINA
COUNTY OF FORSYTH
I, C. E. Adkins,
Notary Public of Forsyth
County, North Carolina, certify that C. E. Adkins
and being duly sworn, stated that in his presence Clyde W. Moorefield and Vallie R. Moorefield
(Name of Makers)

signed the foregoing instrument.
WITNESS my hand and official seal, this the 10 day of January, 1967.
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 G. & F. Aluminum, Inc.
do hereby transfer, assign, and set over to the Alum Credit Co.
and assigns, the within Deed of Trust and the Note which same secures, without recourse.
Witness my hand this 10 day of January, 1967.
(Corporate Seal) Paul L. Fulton G. & F. Aluminum, Inc.
Secretary (If Corporation) President, Owner, Partner

STATE OF NORTH CAROLINA, Forsyth COUNTY (Name of State and County where acknowledgment or proof is taken)
This 10 day of January, A.D., 1967, personally came before me, Edith S. Mallard,
a notary public, Paul L. Fulton, who, being by me duly sworn, says that he is _____ President
(Name of President or Vice President)
of the G. & F. Aluminum Inc., and that the seal affixed to the foregoing or annexed
(Name of Corporation)
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 Paul L. Fulton,
(Name of President or Vice President)
acknowledged the said writing to be the act and deed of said Corporation.

WITNESS my hand and official seal, this 10 day of January, 1967.
Seal must appear here.
Seal must be impressed sufficient
for the notary's name to be readable. Edith S. Mallard
Notary Public

My Commission Expires March 1, 1968
(Do not abbreviate)

NORTH CAROLINA, FORSYTH COUNTY: The foregoing certificate of Edith S. Mallard
a notary public of _____ County, North Carolina, is adjudged to be correct.
Let the instrument and the certificate be registered.
FILED FOR REGISTRATION
REGISTER OF DEEDS
FORSYTH CO., N. C.
No. 2232 C. S. C. Fee 26c paid. 1 day of February, 1967.
H. Shann, Deputy
Clerk Superior Court

Filed for registration at _____ o'clock _____ M., 19____, and registered in the
Office of the Register of Deeds of Forsyth County, North Carolina in Book _____, Page _____.

DEPUTY _____ Eunie Ayers, Register of Deeds
Fee \$ 3.00 paid. D. T. BOOK 970 PAGE 100 By _____, Deputy
G.S. 47-41; 55-36 Register of Deeds
Form 26-1M-7-62-Snyder

IOA CREDIT COMPANY
P O BOX 4437
ARLINGTON STATION
ARLINGTON, N. C. 28204

Return To:
North Carolina.
Register of Deeds for _____ County,
Real Estate Mortgages, page _____ of _____
and duly recorded in Book _____ of _____
immediately entered upon the proper indexes
of _____, 19____, and was
it _____ o'clock on the _____ day
hereby certify that the within Deed of
Trust was filed for record in my office

DEED OF TRUST

STATE OF NORTH CAROLINA
COUNTY OF _____
TO

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, to 1 1/2 Acres of 20 1/2 Acres, Inc.
does hereby transfer, assign, and set over to the Allen Trust Co.
its successors and assigns, the within Deed of Trust and the Note which same secures, without recourse.
DATED this 10 day of January, 1967
(Corporate Seal) Sara C. Fulton Paul J. Fulton
Secretary (If Corporation) President, Owner, Partner

STATE OF NORTH CAROLINA, Forsyth COUNTY where acknowledgment or proof is taken
This 10 day of January, A.D., 1967, personally came before me, Edith S. Halland,
a notary public, Paul J. Fulton, who, being by me duly sworn, says that he is _____ President
(Name of President or Vice President)
of the Allen Trust Co., and that the seal affixed to the foregoing or annexed
(Name of Corporation)
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 Paul J. Fulton
(Name of President or Vice President)
acknowledged the said writing to be the act and deed of said Corporation.

WITNESS my hand and official seal, this 10 day of January, 1967.
Seal must appear here.
Seal must be impressed sufficient
for the notary's name to be readable. Edith S. Halland
Notary Public
My commission expires _____ (Do not abbreviate)

NORTH CAROLINA, FORSYTH COUNTY: The foregoing certificate of Edith S. Halland
a notary public of _____ County, North Carolina, is adjudged to be correct.
Let the instrument and the certificate be registered.
No. 20002 C. S. C. Fee 25c paid. Feb 1 9 23 AM '67

Deputy Clerk Superior Court

Filed for registration at _____, 19____, and registered in the
Office of the Register of Deeds of Forsyth County, North Carolina in Book _____, Page _____
DEPUTY ASST Eunice Ayers, Register of Deeds
Fee \$ 3.00 paid. 970 By _____ Deputy Register of Deeds
G.S. 47-41: 55-36
Form 26-1M-7-62-Snyder

TO
STATE OF NORTH CAROLINA
COUNTY OF _____
DEED OF TRUST
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: _____