

DEED OF TRUST

NORTH CAROLINA, Forsyth

COUNTY

4

THIS INDENTURE, Entered into this 21 day of February, 1967, by and between

CHARLES N. CAMPBELL & WIFE MARY WALKER CAMPBELL

of Forsyth County, first party R. Beverly R. Webb Trustee, second party,

and G. & F. Aluminum, Inc. third party.

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

One Thousand Seven Hundred Fifty Five And no/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 24 installments of equal amounts, except the last, which is the

same or of a lesser amount, beginning April 20, 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 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 Oldtown Township, Forsyth County,

described as follows: Beginning at an iron stake in the Northern right of way line of Sandalwood Lane, formerly being Forest Drive, said iron stake being the South west corner of Lot No. 59, Block C, as set out upon the map of Overbrook as recorded in Plat Book 12, Pages 11 and 11A, in the Office of the Register of Deeds of Forsyth County, N. C., and running thence with the Northern right of way line of Sandalwood Lane, South 86 deg. 00 min. East 150 feet to an iron stake, said iron stake being the Southeast corner of Lot No. 61, as set out upon the above referred to map; thence along the Eastern boundary line of Lot No. 61, North 4 deg. 00 min. East 400 feet to an iron stake; thence North 86 deg. 00 min. West 150 feet to an iron stake in the Western boundary line of Lot No. 59; thence along the Western boundary line of Lot No. 59, South 4 deg. 00 min. West 400 feet to the point and place of beginning, being

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:

Plat Book 12 pages 11 and 11A Register of deeds of Forsyth Co. N. Carolina.

If the said first party shall fail to make any payment hereinafter 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 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 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.

Charles N. Campbell (SEAL)

Mary Walker Campbell (SEAL)

State of North Carolina

County of Forsyth

I, Edith S. Mallard

a Notary Public of Forsyth

County, North Carolina, certify that

HAROLD BOSTIAN

personally appeared before me this day,

(Name of subscribing witness)

and being duly sworn, stated that in his presence Charles N. Campbell & wife Mary Walker Campbell

(Names of makers)

signed the foregoing instrument.

WITNESS my hand and official seal, this 21

day of

February

1967

My commission expires:

March 1, 1968

Edith S. Mallard

5588

872 542

DEED OF TRUST

NORTH CAROLINA, Forsyth COUNTY 4

THIS INDENTURE, Entered into this 21 day of February, 19 67 by and between

CHARLES N. CAMPBELL & WIFE MARY WALKER CAMPBELL

of Forsyth County, first party R. Beverly R. Webb Trustee, second party,
and G. & F. Aluminum, Inc. , third party.

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

One Thousand Seven Hundred Fifty Five And no/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.....24.....installments of equal amounts, except the last, which is the

same or of a lesser amount, beginning.....April 20....., 19 67., 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: Beginning at an iron stake in the Northern right of way line of
Sandalwood Lane, formerly being Forest Drive, said iron stake being the South
west corner of Lot No. 59, Block C, as set out upon the map of Overbrook as
recorded in Plat Book 12, Pages 11 and 11A, in the Office of the Register
of Deeds of Forsyth County, N. C., and running thence with the Northern right
of way line of Sandalwood Lane, South 86 deg. 00 min. East 150 feet to an
iron stake, said iron stake being the Southeast corner of Lot No. 61, as set
out upon the above referred to map; thence along the Eastern boundary line
of Lot No. 61, North 4 deg. 00 min. East 400 feet to an iron stake; thence
North 86 deg. 00 min. West 150 feet to an iron stake in the Western boundary
line of Lot No. 59; thence along the Western boundary line of Lot No. 59,
South 4 deg. 00 min. West 400 feet to the point and place of beginning, being

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:
The Southern 400 feet of Lots 59, 60, and 61, Block C, Map of Overbrook in
Plat Book 12 pages 11 and 11A Register of deeds of Forsyth Co. N. Carolina.

If the said first party shall fail to make any payment hereinafter 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 assigns, 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.

Charles N. Campbell (SEAL)

Mary Walker Campbell (SEAL)

State of North Carolina

County of Forsyth

I, Edith S. Mallard, a Notary Public of Forsyth
County, North Carolina, certify that HAROLD BOSTIAN personally appeared before me this day,
(Name of subscribing witness)

and being duly sworn, stated that in his presence Charles N. Campbell & wife Mary Walker Campbell
(Names of makers)

signed the foregoing instrument.

WITNESS my hand and official seal, this 21 day of February, 19 67

My commission expires: My Comm. exp. March 1, 1968 Edith S. Mallard Notary Public

5588

872 542

THE ORIGINAL OF THIS INSTRUMENT WITH THE NOTE(S) SECURED
HEREBY HAVING THIS DAY BEEN EXAMINED AND APPROVED
MARKED PAID BY
AS REQUIRED BY G.S. 46-37, SAME IS HEREBY RETURNED TO
RECORD. THIS

STATE OF NORTH CAROLINA, Forsyth 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, Fane L. Fulton of H. & J. Aluminum, Inc.
do 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 21 day of February, 1967.
(Corporate Seal)
Fane L. Fulton Secretary (of Corporation)
H. & J. Aluminum, Inc.
Fane L. Fulton President, Owner, Partner

STATE OF NORTH CAROLINA, Forsyth COUNTY (Name of State and County where acknowledgment or proof is taken)

This 21 day of February, 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 of the H. & J. Aluminum, Inc., 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 Paul L. Fulton

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 21 day of February, 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 7, 1968
(Abbreviations MUST not be used)

STATE OF 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. 5657 C. S. C. Fee 25c paid. This 14 day of March, 1967, Deputy Clerk of Superior Court

Filed for registration at _____ o'clock _____, 19____, and registered in the

Office of the Register of Deeds of Forsyth County, North Carolina in Book _____, Page _____

Eunice Ayers, Register of Deeds

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

By _____, Deputy Register of Deeds

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: _____

DEED OF TRUST

TO

STATE OF NORTH CAROLINA
COUNTY OF

D. T. BOOK 972 PAGE 543