



P. O. BOX 4227  
CHARLOTTE, N. C.

DEED OF TRUST

3

NORTH CAROLINA, Forsyth COUNTY

THIS INDENTURE, Entered into this 20 day of April, 1967 by and between  
Joel Calhoun, Jr. and wife Janet B. Calhoun  
of Forsyth County, first party Robert D. Sepp Trustee, second party,  
and H. & J. Aluminum, Inc., third party.

WITNESSETH, that whereas the first party is indebted to third party in the total sum of One  
thousand nine hundred ninety one and 40/100 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 60 installments of equal amounts, except the last, which is the  
same or of a lesser amount, beginning

May 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 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

Kernersville Township, Forsyth County, described as follows:

BEING LOTS 54 AND 55 AS SHOWN ON MAP OF KERNERSVILLE  
DEVELOPMENT COMPANY AS RECORDED IN PLAT BOOK 11, PAGE  
48 IN THE OFFICE OF THE REGISTER OF DEEDS OF FORSYTH  
COUNTY, NORTH CAROLINA

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 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 any 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 appli-  
cable to all genders.

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

Joel Calhoun, Jr. (SEAL)

Janet B. Calhoun (SEAL)

WITNESS:

State of North Carolina

County of Forsyth

I, Edith S. Mallard

County, North Carolina, certify that

and being duly sworn, stated that in his presence

signed the foregoing instrument.

WITNESS my hand and official seal, this the 20 day of April, 1967

My commission expires: March 1, 1968

My Commission Expires March 1, 1968

Notary Public

5588

Prepared by Fane L. Linton

Book 975 PAGE 463

THE ORIGINAL OF THIS INSTRUMENT WITH THE NOTE(S) SECURED  
THEREBY HAVING THIS DAY BEEN EXHIBITED TO UNDERSIGNED  
MARKED PAID BY United States Marine (6) Dr. Wagner  
AS REQUIRED BY U.S. 45-37, SAME IS HEREBY CANCELLED OF  
RECORD. THIS 20 day of April, 1967. EUNICE AYERS,  
BY E. S. Bradshaw ASST.

Return to

W.S. Insurance Co

P. O. BOX 4227  
CHARLOTTE, N. C.

DEED OF TRUST

NORTH CAROLINA, Forsyth COUNTY

THIS INDENTURE, Entered into this 20 day of April, 1967 by and between

Joel Calkoun, Jr. and wife Janet B. Calkoun  
of Forsyth County, first party Robert D. Sepp Trustee, second party,  
and H. & J. Aluminum, Inc, third party.

WITNESSETH, that whereas the first party is indebted to third party in the total sum of One  
thousand nine hundred twenty one and 4/100 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 60 installments of equal amounts, except the last, which is the  
same or of a lesser amount, beginning May 22, 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

Kernersville Township, Forsyth County, described as follows:

BEING LOTS 54 AND 55 AS SHOWN ON MAP OF KERNERSVILLE  
DEVELOPMENT COMPANY AS RECORDED IN PLAT BOOK 11, PAGE  
48 IN THE OFFICE OF THE REGISTER OF DEEDS OF FORSYTH  
COUNTY, NORTH CAROLINA

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 hereunder as specified at the due date thereof, then all remaining installments  
shall become due at the option of the third party, and in satisfaction 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, 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 10% 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 balance and necessary expenses of the sale and apply so much of the residue of said proceeds as may  
be necessary to its charge said to pay 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 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, is herein declared, before  
such sale, then this instrument shall become null and void, otherwise it remain in full force and effect.

And the said party of the first part, it is covenanted to and agreed 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 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 appli-  
cable to all genders.

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

Joel Calkoun, Jr. (SEAL)

Janet B. Calkoun (SEAL)

WITNESS: Edith S. Mallick

State of North Carolina  
County of Forsyth

I, Edith S. Mallick, a Notary Public of Forsyth  
County, North Carolina, certify that Robert D. Sepp personally appeared before me this day,

and being duly sworn, stated that in his presence Joel Calkoun, Jr. and wife Janet B. Calkoun  
(Name of Makers)

signed the foregoing instrument.

WITNESS my hand and official seal, this the 20 day of April, 1967  
Edith S. Mallick

My commission expires: May 1

Notary Public

5588

THE ORIGINAL OF THIS INSTRUMENT WITH THE NOTE(S) SECURED  
THEREBY HAVING THIS DAY BEEN EXHIBITED TO UNDERSIGNED  
MARKED PAID BY United States Finance Co  
AS REQUIRED BY G.S. 45-97, SAME IS HEREBY CANCELLED OR  
RECORDED. THIS 22 day of April, 1967. EUNICE AYERS, R.D.  
By W. S. Bradsley CITY-ASST.

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, \_\_\_\_\_ of \_\_\_\_\_  
do hereby transfer, assign, and set over to the \_\_\_\_\_  
its successors and assigns, the within Deed of Trust and the Note which same secures, without recourse.  
This \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.  
(Corporate Seal) \_\_\_\_\_  
\_\_\_\_\_  
President, \_\_\_\_\_

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

This \_\_\_\_\_ day of \_\_\_\_\_, A.D., 19\_\_\_\_, personally came before me, \_\_\_\_\_  
a notary public, \_\_\_\_\_, who, being by me duly sworn, says that he is \_\_\_\_\_ President  
of the \_\_\_\_\_  
(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 \_\_\_\_\_

(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 \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

Seal must appear here.  
Seal must be impressed sufficient for the notary's name to be readable.

\_\_\_\_\_  
Notary Public  
My Commission Expires March 1, 1968  
My commission expires \_\_\_\_\_  
(Abbreviations MUST not be used)

STATE OF NORTH CAROLINA, FORSYTH COUNTY: The foregoing certificate of \_\_\_\_\_

\_\_\_\_\_ a notary public of \_\_\_\_\_ County, North Carolina, is adjudged to be correct.  
Let the instrument and the certificate be registered.

No. \_\_\_\_\_ C. S. C. Fee \_\_\_\_\_ paid.

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 \_\_\_\_\_

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

975 PAGE 464

Eunice Ayers, Register of Deeds

\_\_\_\_\_  
Deputy Register of Deeds

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, Tane L. Fulton of R & I Aluminum, Inc.  
does hereby transfer, assign, and set over to the United States Finance Co., Inc.  
its successors and assigns, the within Deed of Trust and the Note which same secures, without recourse.  
DATED this 20 day of April, 1967.  
(Corporate Seal) Tane L. Fulton President, Owner, Partner  
Paul L. Fulton Secretary (If Corporation)

(Corporate Acknowledgement)

STATE OF NORTH CAROLINA, Forsyth COUNTY (Name of State and County where acknowledgment or proof is taken)  
This 20 day of April, 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 R & I Aluminum, 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 Paul L. Fulton  
(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 20 day of April, 1967.  
Edith S. Mallard  
Notary Public  
My Commission Expires March 1, 1968  
My commission expires (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. 9168 S. C. Fee 50c paid.

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 \_\_\_\_\_.

Fee \$ 3.00 paid. 0.1. BOOK 975 PAGE 464  
Form 26-1M-11-62-Sun Ptg. Co.

Runice Ayers, Register of Deeds

\_\_\_\_\_, Deputy  
Register of Deeds