



NORTH CAROLINA, FORSYTH COUNTY

THIS INDENTURE, Entered into this 30 day of June, 19 67 by and between
FRED CALHOUN AND HIS WIFE RUTH F. CALHOUN
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 three hundred thirty three and 34/100 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 36 installments of equal amounts, except the last, which is the same or of a lesser amount, beginning September 1, 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 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 SOUTH

FORK Township, FORSYTH County, described as follows: BEGINNING AT AN IRON STAKE IN SALISBURY ROAD 9.2 FEET WESTWARDLY FROM THE WEST EDGE OF THE PAVEMENT AND SAID POINT ALSO BEING SOUTH 5 DEGREES, 41 MINUTES EAST 100 FEET FROM THE SOUTHWEST INTERSECTION OF A 25 FOOT ROAD LAID OUT AND DEVELOPED AND KNOWN AS CONE ROAD AND SALISBURY ROAD RUNNING THENCE WITH THE SALISBURY ROAD PARALLEL WITH THE WEST SIDE OF THE PAVEMENT SOUTH 05 DEGREES 41 MINUTES, EAST 120 FEET TO AN IRON STAKE; THENCE NORTH 80 DEGREES 21 MINUTES WEST 213.32 FEET TO AN IRON STAKE; THENCE NORTH 05 DEGREES 41 MINUTES WEST 74.75 FEET TO AN IRON STAKE; THENCE NORTH 87 DEGREES 20 MINUTES EAST 206.20 FEET TO THE POINT OF BEGINNING. RECORDED IN DEED 130012 858, PAGE 102 REGISTER OF DEEDS OF FILE FORSYTH COUNTY, NORTH CAROLINA.

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 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.

Fred Calhoun (SEAL)

Ruth F. Calhoun (SEAL)

WITNESS: Harold K. Bastian

State of North Carolina

County of Forsyth

Elizabeth S. Mallard, a Notary Public of Forsyth County, North Carolina, certify that Harold K. Bastian personally appeared before me this day,

and being duly sworn, stated that in his presence FRED CALHOUN AND WIFE RUTH F. CALHOUN (Name of Makers)

signed the foregoing instrument.

WITNESS my hand and official seal, this the 30 day of June, 19 67

My commission expires: March 1, 1968

D. I. 981 PAGE 246

THE ORIGINAL OF THIS INSTRUMENT WITH THE NOTE(S) SECURED

HEREBY HAVING THIS DAY BEEN EXHIBITED TO, UNDERSIGNED,

MARKED PAID BY First Coast Company AS REQUIRED BY G.S. 45-37, SAME IS HEREBY CANCELLED OF

RECORD. THIS September 16, 1970 J. NICE AYERS, R.D. BY James Smith DPTV-Asst.

Enc. 1
B. L. Co.

Drawn and prepared by: Fane L. Smith
DEED OF TRUST

22 569



NORTH CAROLINA, FORSYTH COUNTY

THIS INDENTURE, Entered into this 30 day of June, 19 67 by and between
FRED CALHOUN AND HIS WIFE RUTH F. CALHOUN
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 three hundred thirty three and 34/100 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 36 installments of equal amounts, except the last, which is the same or of a lesser amount, beginning September 1, 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 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 SOUTH

FORK Township, FORSYTH County, described as follows: BEGINNING AT AN IRON STAKE IN SALISBURY ROAD 91 FEET WESTWARDLY FROM THE WEST EDGE OF THE PAVEMENT AND SAID POINT ALSO BEING SOUTH 5 DEGREES 41 MINUTES EAST 100 FEET FROM THE SOUTHWEST INTERSECTION OF A 25 FOOT ROAD Laid OUT AND DEVELOPED AND KNOWN AS CONE ROAD AND SALISBURY ROAD RUNNING THENCE WITH THE SALISBURY ROAD PARALLEL WITH THE WEST SIDE OF THE PAVEMENT SOUTH 05 DEGREES 41 MINUTES, EAST 120 FEET TO AN IRON STAKE; THENCE NORTH 80 DEGREES 22 MINUTES WEST 213.32 FEET TO AN IRON STAKE; THENCE NORTH 05 DEGREES 41 MINUTES WEST 74.75 FEET TO AN IRON STAKE; THENCE NORTH 87 DEGREES 20 MINUTES EAST 206.10 FEET TO THE POINT OF BEGINNING RECORDED IN DEED 136012 852 PAGE 102 REGISTER OF DEEDS, FIFE FORSYTH COUNTY, NORTH CAROLINA.

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 hereinafter specified at the due date thereof, then all remaining installments shall become due at the option of the third party, and an 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 1% 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 estate 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 receipt 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 the trust, 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.

Fred Calhoun (SEAL)

Ruth F. Calhoun (SEAL)

WITNESS: Harold K. Bastian

State of North Carolina

County of Forsyth

R. E. Smith, a Notary Public of Forsyth County, North Carolina, certify that Harold K. Bastian personally appeared before me this day,

and being duly sworn, stated that in his presence FRED CALHOUN AND WIFE RUTH F. CALHOUN (Name of Makers)

signed the foregoing instrument.

WITNESS my hand and official seal, this the 30 day of June, 19 67

My commission expires: My Commission Expires March 1, 1968

D. T. 981 PAGE 246

5588

THE ORIGINAL OF THIS INSTRUMENT WITH THE NOTE(S) SECURED THEREBY HAVING THIS DAY BEEN EXHIBITED TO UNDERSIGNED, MARKED PAID BY Alcoa Credit Company AS REQUIRED BY G.S. 45-37, SAME IS HEREBY CANCELLED OF RECORD. THIS September 16, 1968 BY Frances L. Smith DEPT. ASST.

End
Assess Co.



Drawn and prepared by: Fred L. Smith
DEED OF TRUST

22 569

NORTH CAROLINA, FORSYTH COUNTY

THIS INDENTURE, Entered into this 30 day of June, 19 67 by and between
FRED CALHOUN AND HIS WIFE RUTH F. CALHOUN
of FORSYTH County, first party R BEVERLY R WEBB Trustee, second party,
and C & F ALUMINUM, INC., third party.

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

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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 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 of record, for thirty days, therein appointing a day and place of sale, and at such time and place to expose said land 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 incurred, 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.

Fred Calhoun (SEAL)

Ruth F. Calhoun (SEAL)

WITNESS: Harold K. Bostian

State of North Carolina

County of Forsyth

I, Edith S. Maltland, a Notary Public of Forsyth County, North Carolina, certify that Harold K. Bostian personally appeared before me this day,

and being duly sworn, stated that in his presence FRED CALHOUN AND WIFE RUTH F. CALHOUN (Name of Makers)

signed the foregoing instrument.

WITNESS my hand and official seal, this the 30 day of June, 19 67

My commission expires: My Commission Expires March 1, 1968

Edith S. Maltland
Notary Public

5588

D. T. 981 PAGE 246

THE ORIGINAL OF THIS INSTRUMENT WITH THE NOTE(S) SECURED

THEREBY HAVING THIS DAY BEEN EXHIBITED TO UNDERSIGNED.

MARKED PAID BY Alcoa Credit Company King Credit Mgr C & F Aluminum Inc

AS REQUIRED BY G.S. 45-37, SAME IS HEREBY CANCELLED OF

RECORD. THIS September 16, 1980 EUNICE AYERS, R.D.

BY Frances Smith DPTY-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, PAUL L. FULTON of G & F ALUMINUM, INC. does 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 30 day of June 19 67. (Corporate Seal) Sara C. Fulton President, G & F Aluminum, Inc. Secretary (If Corporation) Paul L. Fulton

STATE OF NORTH CAROLINA, Forsyth COUNTY (Name of State and County where acknowledgment or proof is taken) This 30 day of June, A.D., 1967, personally came before me, Edith S. Mallard, a notary public, Sara C. Fulton, who, being by me duly sworn, says that he knows the common seal of G & F Aluminum, Inc. and is acquainted with Paul L. Fulton, who is the President of said Corporation, and that he, the said Sara C. Fulton, is the Secretary of the said Corporation, and saw the said President sign the foregoing or annexed instrument, and saw the said Common Seal of said Corporation affixed to said instrument by said President, and that he, the said Sara C. Fulton, signed his name in attestation of the execution of said instrument in the presence of said President of said Corporation.

WITNESS my hand and notarial seal, this 30 day of June, A.D., 1967. Edith S. Mallard Notary Public Seal must appear here. Seal must be impressed sufficient for the notary's name to be readable.

My commission expires My Commission Expires March 1, 1968 (Must not be abbreviated)

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 certificates be registered for REGISTRATION AND RECORDED. This 7 day of July, 19 67. No. 4872 Clerk's Fee: 50 paid. Assistant, Deputy

Filed for registration at JUL 7 8 52 AM '67, 19 . and registered in the Office of the Register of Deeds of Forsyth County, North Carolina in Book , Page . Eunice Ayers, Register of Deeds By , Deputy Register of Deeds Fee \$ 3.00 paid. 2.13. Form 26A-1M-12-57-Snyder.

TO: the within Deed of record in my office on the day of 19 , and was upon the proper indexes of Book of s, page County, n To:

D.I. 800K 981 PAGE 247