



DRAWN AND PREPARED BY: PAUL L. FULTON

## DEED OF TRUST

Mail

ALCOA CREDIT COMPANY  
SUBSIDIARY OF ALCOA  
P. O. BOX 100 CHARLOTTE-TOWN STATION  
CHARLOTTE, NORTH CAROLINA 28204

22450 ✓

NORTH CAROLINA, FORSYTH COUNTY

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To:

(3)

THIS INDENTURE, Entered into this 14 day of JUNE, 1967 by and betweenCHARLES E. FISHEL AND WIFE JEANNETTE A. FISHELof 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 Fourthousand seven hundred ten and 72/100 DOLLARS.  
for which said first party has executed and caused to be executed one or more notes of even date herewith for said amount, whichNote (or notes) is (are) payable in 84 installments of equal amounts, except the last, which is the same or of a lesser amount, beginningAugust 1, 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

WINSTON Township, FORSYTH County, described as follows: BEGINNING AT AN IRON STAKE LOCATED AT THE WEST RIGHT OF WAY LINE OF SINK STREET, SAID IRON STAKE BEING LOCATED AT THE NORTHWEST CORNER OF LOT 4 AS SHOWN ON THE MAP HEREINAFTER REFERRED TO; RUNNING THENCE NORTH 85 DEG. 30 MIN. WEST 133.4 FEET TO AN IRON STAKE LOCATED AT THE EAST SIDE OF A 15 FOOT ALLEY; RUNNING THENCE WITH THE EAST SIDE OF SAID ALLEY NORTH 4 DEG. 30 MIN. EAST 90 FEET TO AN IRON STAKE; RUNNING THENCE SOUTH 85 DEG. 30 MIN. EAST 133.4 FEET TO AN IRON STAKE IN THE WEST RIGHT OF WAY LINE OF SINK STREET; RUNNING THENCE WITH THE WEST RIGHT OF WAY LINE OF SAID STREET SOUTH 4 DEG. 30 MIN. WEST 90 FEET TO THE POINT OF BEGINNING, BEING ALL OF LOT 3 AND A 40 FT. STRIP OFF THE SOUTH SIDE OF LOT 2 AS SHOWN ON THE PLAT OF LANDS FORMERLY OWNED BY DUFEY - HAHN AND KNOWN AS THE F.M. DAIN PROPERTY AS RECORDED IN PLAT BOOK 7, PAGE 21 IN THE OFFICE OF THE REGISTER OF DEEDS, 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 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.

Charles E. Fishel (SEAL)Jeannette A. Fishel (SEAL)

WITNESS:

State of North Carolina

County of ForsythI, Edith S. Mallard, a Notary Public of ForsythCounty, North Carolina, certify that Charles E. Fishel and Jeannette A. Fishel personally appeared before me this day,and being duly sworn, stated that in his presence Charles E. Fishel and Jeannette A. Fishel

signed the foregoing instrument.

WITNESS my hand and official seal, this the 14 day of June, 1967

My commission expires:

My Commission Expires March 1, 1968

D. T.  
305K

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THE ORIGINAL OF THIS INSTRUMENT WITH THE NOTE(S) SECURED  
THEREBY HAVING THIS DAY BEEN EXAMINED AND FOUND TO BE  
MARKED PAID BY Bessie P. Austin  
AS REQUIRED BY G.S. 45-37, SAME IS HEREBY CANCELLED  
RECORDED. THIS March 14, 1981 EUNICE AYERS, R.D.  
BY James H. H. H. DPTV.



DRAWN AND PREPARED BY: PAUL L. FULTON

DEED OF TRUST

Mail

ALCOA CREDIT COMPANY  
SUBSIDIARY OF ALCOA  
P. O. BOX 1000 CHARLOTTETOWN STATION  
CHARLOTTE, NORTH CAROLINA 28204

22450 ✓

NORTH CAROLINA, FORSYTH COUNTY

4

To:

(3)

THIS INDENTURE, Entered into this 14 day of JUNE, 1967, by and between

CHARLES E. FISHEL AND WIFE JEANNETTE A. FISHEL

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 Four

thousand seven hundred ten and 72/100 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 84 installments of equal amounts, except the last, which is the same or of a lesser amount, beginning

August 1, 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,

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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.

Charles E. Fishel (SEAL)

Jeannette A. Fishel (SEAL)

WITNESS: Edith S. McIlwain

State of North Carolina

County of Forsyth

I, Edith S. McIlwain, a Notary Public of Forsyth County, North Carolina, certify that Charles E. Fishel and Jeannette A. Fishel personally appeared before me this day,

and being duly sworn, stated that in his presence Charles E. Fishel and Jeannette A. Fishel signed the foregoing instrument.

WITNESS my hand and official seal, this the 14 day of June, 1967

My commission expires:

March 1, 1968

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5588

THE ORIGINAL OF THIS INSTRUMENT WITH THE NOTE(S) SECURED THEREBY HAVING THIS DAY BEEN EXAMINED AND FOUND TO BE TRUE AND CORRECT, I HAVE HEREBY CANCELLED THE SAME. AS REQUIRED BY G.S. 45-37, SAME IS HEREBY CANCELLED RECORD. THIS March 14, 1967. EUNICE AYERS, R.D. BY James H. Hester DPT.

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R. P. Smith, Jr. - Alaska Gold Company  
714 1st St. - 1715  
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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. as Successor and assigns, the within Deed of Trust and the Note which same secures, without recourse. DATED this 14 day of JUNE, 1967. (Corporate Seal) Sara C. Fulton Secretary (If Corporation) G. F. Aluminum, Inc. President, Owner, Partner (Corporate Acknowledgement)

STATE OF NORTH CAROLINA, Forsyth COUNTY (Name of State and County where acknowledgment or proof is taken) This 14 day of June, A.D., 1967, personally came before me, Edith S. Mallard, a notary public, Sara C. Fulton (Name of Secretary or Assistant Secretary) who, being by me duly sworn, says that he knows the common seal of G. F. Aluminum, Inc. (Name of Corporation), 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. I certify that I am not a party to the attached instrument. WITNESS my hand and notarial seal, this 14 day of June, A.D., 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 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 certificate be registered. This 14 day of July, 1967, No. 580 Clerk's Fee - 50 PRESENTED FOR REGISTRATION AND RECORDED JUL 14 3 06 PM '67 EUNICE AYERS, REGISTER OF DEEDS FORSYTH CO. N.C. Filed for registration at 3:06 PM, 1967, 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. Form 26A-1M-10-65-House G.S. 47-41, 55-36

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

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