

Drawn by: Esther T. Atkins

Mail - Alcoa Credit Co. - Envelope

DEED OF TRUST

NORTH CAROLINA, Forsyth COUNTY

THIS INDENTURE, Entered into this 12th day of July, 1967, by and between Oscar G. Hairston and wife, Lillian F. Hairston

Forsyth County, first party. R. Beverly R. Webb Trustee, second party, A & C Metal Products Company, Inc. , third party.

WITNESSETH, That whereas the first party is indebted to third party in the sum of Seven Thousand Three Hundred Eighty Four and 20/100 DOLLARS, for which said first party has executed and caused to be delivered to said third party one note of even date herewith for said amount, sixty payable in monthly installments of equal amounts, except the last, which is the same or of a lesser amount, beginning September 12, 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:

BEING KNOWN AND DESIGNATED as Lot Number 14, Map of MONTICELLO PARK SECTION THREE (3) as recorded in the Office of the Register of Deeds of Forsyth County, North Carolina, in Plat Book 20 at Page 78, to which Map reference is hereby made for a more particular description.

THE ORIGINAL OF THIS INSTRUMENT WITH THE NOTE(S) SECURED THEREBY HAVING THIS DAY BEEN EXHIBITED TO UNDERSIGNED MARKED PAID BY Alcoa Credit Co. - Envelope & A & C Metal Prod. Co. Inc. AS REQUIRED BY G.S. 45-37, SAME IS HEREBY CANCELLED OF RECORD. THIS Aug 27, 1967. EUNICE AYERS, R.D. By Frank W. Ayers, Jr. DPT-ASST.

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 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 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.

WITNESSETH

State of North Carolina

County of Forsyth

I, Mildred Maye Wood

County, North Carolina, certify that Sam M. Reynolds

(Name of subscribing witness)

and being duly sworn, stated that in his presence Oscar G. Hairston and Lillian F. Hairston

(Names of makers)

signed the foregoing instrument.

WITNESS my hand and official seal, this the 12th

day of July

1967.

My commission expires: April 13, 1968

Notary Public

5588

My Commission Expires: April 13, 1968

Drawn by: *Esther T. Atkins*

Mail-Alcoa Credit Co.
Charles - Enid

DEED OF TRUST

NORTH CAROLINA, Forsyth COUNTY

THIS INDENTURE, Entered into this 12th day of July, 1967, by and between
Oscar G. Hairston and wife, Lillian F. Hairston

Forsyth County, first party R. Beverly R. Webb Trustee, second party,
A & C Metal Products Company, Inc. third party.

WITNESSETH, That whereas the first party is indebted to third party in the sum of Seven Thousand Three
Hundred Eighty Four and 20/100 DOLLARS,
for which said first party has executed and caused to be delivered to said third party one note of even date herewith for said amount,
payable in sixty monthly installments of equal amounts, except the last, which is the same or of a lesser amount,
beginning September 12, 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 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 Winston Township, Forsyth County,
described as follows:

BEING KNOWN AND DESIGNATED as Lot Number 14, Map of MONTICELLO PARK SECTION THREE
(3) as recorded in the Office of the Register of Deeds of Forsyth County, North
Carolina, in Plat Book 20 at Page 78, to which Map reference is hereby made for a
more particular description.

THE ORIGINAL OF THIS INSTRUMENT WITH THE NOTE(S) SECURED
THEREBY HAVING THIS DAY BEEN EXHIBITED TO UNDERSIGNED
MARKED PAID BY *Alcoa Credit Co. - American A.C. Metal Prod. Co. Inc.*
AS REQUIRED BY G.S. 45-37, SAME IS HEREBY CANCELLED OF
RECORD. THIS *Aug 27*, 1967, EUNICE AYERS, R.D. *By Frank W. Spencer*
BY *Shirley Williams* DPTY-ASST. *Pr. Trust*

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 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.

Oscar G. Hairston (SEAL)
Lillian F. Hairston (SEAL)
WITNESS *Sam M. Reynolds*

State of North Carolina
County of Forsyth
I, Mildred Maye Wood, a Notary Public of Forsyth
County, North Carolina, certify that Sam M. Reynolds personally appeared before me this day,
(Name of subscribing witness)
and being duly sworn, stated that in his presence Oscar G. Hairston and Lillian F. Hairston
(Names of makers)
signed the foregoing instrument.
WITNESS my hand and official seal, this the 12th day of July, 1967.
My commission expires: April 13, 1968
5588
My Commission Expires: April 13, 1968

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, Charles H. Atkins of A. & C. Metal Products Company, Inc.
does hereby transfer, assign, and set over to the Alcoa Credit Company
its successors and assigns, the within Deed of Trust and the Note which same secures, without recourse.
DATED this 12th day of July, 1967.
(Corporate Seal) *Charles H. Atkins*
Secretary (If Corporation) *A & C Metal Products Co. Inc.*
Charles H. Atkins
President, ~~Owner, Partner~~

(Corporate Acknowledgment)
F

STATE OF NORTH CAROLINA, FORSYTH COUNTY (Name of State and County where acknowledgment or proof is taken)
I, MILDRED M. YE WOOD, a Notary Public of FORSYTH County
(Name of County and State where Notary qualified)
North Carolina, do hereby certify that CHARLES H. ATKINS personally came before me this
day and acknowledged that he is President of A. & C. Metal Products Company, Inc.
(President, Vice-President, Secretary, or Treasurer) (Name of Corporation)
and acknowledged, on behalf of A. & C. Metal Products Company, Inc.
(Name of Corporation)

the grantor, the due execution of the foregoing instrument.
I do further certify that I am not a party to the attached instrument.

WITNESS my hand and official seal, this 12th day of July, 1967.
Seal must appear here.
Seal must be impressed sufficient
for the notary's name to be readable.
Mildred Ye Wood
Notary Public

My commission expires April 13, 1967
(Abbreviations MUST not be used)

STATE OF NORTH CAROLINA, FORSYTH COUNTY: The foregoing certificate of *Mildred Ye Wood*
Wood a notary public of *Forsyth* County, North Carolina, is adjudged to be correct.
Let the instrument and the certificate be registered. PRESENTED FOR REGISTRATION AND RECORDED day of *August*, 19 *67*
No. 6639 C. S. C. Fee *50c* paid. *James E. Ayers*, Deputy
Clerk of Superior Court

Filed for registration at o'clock AUG 10, 9 27 AM '67, 19, and registered in the
Office of the Register of Deeds of Forsyth County, North Carolina, Book, Page.
Fee \$ paid.
Form 26-B-1M-11-62-Sun Ptg. Co.
G. S. 47-41, 55-36 (b) (c)
By *James E. Ayers*, 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 , 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.
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DEED OF TRUST

STATE OF NORTH CAROLINA
COUNTY OF