

BRIM AND HUSBAND BY. DEED OF TRUST
Ethel B. Brim and Edgar S. Brim
Charlotte, N.C. Envelope 10

NORTH CAROLINA, FORSYTH COUNTY

THIS INDENTURE, Entered into this 7th day of AUGUST, 1967, by and between
ETHEL B. BRIM AND HUSBAND EDGAR S. BRIM
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 Three
thousand one hundred ninety and 20/100 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 October 7, 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

WINSTON Township, FORSYTH County, described as follows:

LYING AND BEING IN CITY OF WINSTON SALEM, N.C. AND
BEING KNOWN AND DESIGNATED AS LOT 36 AS SHOWN BY
MAP OR PLAT OF 'K' COURT DEVELOPMENT, DULY RECORDED
IN THE OFFICE OF THE REGISTER OF DEEDS OF FORSYTH
COUNTY, N.C. IN PLAT BOOK 18, PAGE 69.

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.

Edgar S. Brim (SEAL)

Ethel B. Brim (SEAL)

WITNESS: Harold K Boston

State of North Carolina

County of Forsyth

I, Edith J. Mallard, 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 ETHEL B. BRIM AND EDGAR S. BRIM

signed the foregoing instrument.

WITNESS my hand and official seal, this the 7 day of August, 1967

My commission expires: My Commission Expires March 1, 1968

Edith J. Mallard
Notary Public

BOOK 984 PAGE 138

5588

THE ORIGINAL OF THIS INSTRUMENT WITH THE NOTES OR BONDS SECURED THEREBY
HAVING THIS DAY BEEN EXHIBITED TO THE UNDERSIGNED MARKED PAID AND
SATISFIED BY

By

AS REQUIRED BY LAW, THE SAME IS HEREBY CANCELLED OF RECORD BY VIRTUE OF
AUTHORITY CONTAINED IN SECTION 45-37 OF THE GENERAL STATUTES OF N. C.

This

, 19

DEPUTY REGISTER OF DEEDS

DRAWN AND PREPARED BY: PAUL L. FULTON
mail. Alcoa Credit Co.
Charlotte, N.C. Envelope DEED OF TRUST

DEED OF TRUST

NORTH CAROLINA, FORSYTH COUNTY

THIS INDENTURE, Entered into this 7th day of AUGUST, 19 67, by and between

ETHEL B. BRIM AND HUSBAND EDGAR S. BRIM

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 Three
thousand one hundred ninety and 2/100 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 October 7, 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

LINSTON Township, FORSYTH County, described as follows:

LYING AND BEING IN CITY OF WINSTON SALEM, N.C. AND
BEING KNOWN AND DESIGNATED AS LOT 36 AS SHOWN BY
MAP OR PLAT OF 'K' COURT DEVELOPMENT, DULY RECORDED
IN THE OFFICE OF THE REGISTER OF DEEDS OF FURFURTH
COUNTY, N.C. IN PLAT BOOK 18 PAGE 69.

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:

following:

If the said first party shall fail to make and file, to record and produce the same, as herein required, then all foregoing instruments shall become void at the option of the third party, and the purchaser of said property shall be deemed, in any other person who may be entitled to the same, to be a bona fide purchaser, and the duty of the said party to make and file the same, and to cause the same to be published in the county in which said instrument is filed, shall not be a warranty or condition of sale, and the duty of the newspaper published in said county, then in three or more places in the county, to publish the same, shall not be an obligation by and placed on said, and at such time and place to express said lands in public sale to the highest bidder, and, in such case, 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 \$25,000 in any event, as compensation for making the sale, shall then pay the costs and necessary expenses of the sale and apply the balance 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 partners 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, herein, becomes a grantor, or a tenant, or renounces his trust, or for other reason becomes unavailable to the third party, then the third party may appoint, in writing, a trustee to take the place of the absent party, and upon the private or public sale of the same, the trustee then appointed shall proceed to fill the same and to convey the same to the second party, and upon the private or public sale of the same, the trustee then appointed shall proceed to fill the same and to convey the same to the second party.

Any instrument of this kind, if not recorded in the land records of the county in which the property is located, shall be void as to the property. If the instrument is recorded, the proceeds of the sale shall be preserved in a fund in the court in which the instrument is recorded, and the court shall have jurisdiction to determine the rights of the parties to the sale, and to order the proceeds of the sale to be distributed to the parties in accordance with the rights of the parties as determined by the court.

And the said party of the first part, doth covenant and agree with the said party of the second part, that they or the owner or assignee of said premises, in law or equity, shall not sell, give, lease, or otherwise dispose of the same, nor freehold or interest therein, to any person, without the written consent of the said party of the second part, in writing, signed by the said party of the first part, or his heirs, assigns, or assigns in law, and that the said party of the second part, shall have the right to purchase the same, at the price named in the said consent, or at such other price as may be agreed upon by the said parties, and that the said party of the second part, shall have the right to purchase the same, at the price named in the said consent, or at such other price as may be agreed upon by the said parties, and that the said party of the second part, shall have the right to purchase the same, at the price named in the said consent, or at such other price as may be agreed upon by the said parties.

Whenever used herein, the singular number shall include the plural, and the plural shall include the singular, unless the context clearly indicates otherwise.

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

Olga B. L. (SEAL)

Ethel B. Bunn (SEAL)

WITNESS: Harold K Boston

State of North Carolina

County of Forsyth,
I, Edith S. Mallard, a Notary Public of Forsyth
County, North Carolina, certify that William L. S. S. S. personally appeared before me this day,

and being duly sworn, stated that in his presence _____
 (Name of Mikera)

signed the foregoing instrument.

signed the foregoing instrument.
WITNESS my hand and official seal, this the 7 day of August, 1968

My commission expires: **My Commission Expires March 1, 1968**

984 PALE 138

5588

THE ORIGINAL OF THIS INSTRUMENT WITH THE NOTES OR BONDS SECURED THEREBY
HAVING THIS DAY BEEN EXHIBITED TO THE UNDERSIGNED MARKED PAID AND
SATISFIED BY

By _____

AS REQUIRED BY LAW, THE SAME IS HEREBY CANCELLED OF RECORD BY VIRTUE OF
AUTHORITY CONTAINED IN SECTION 45-37 OF THE GENERAL STATUTES OF N. C.

THIS _____, 19____

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, PAUL L. FULTON 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 7th day of AUGUST, 1967
(Corporate Seal) Sara C. Fulton
Secretary (If Corporation) President, Owner, Partner
G & F ALUMINUM, INC.
Paul L. Fulton

(Corporate Acknowledgement)
STATE OF North Carolina COUNTY OF forsyth
I, Edith S. Mallard Notary Public, certify that Sara C. Fulton came
before me this day and acknowledged that she is Secretary of G & F ALUMINUM
a corporation, and that, by authority duly given and as the act of the corporation, the foregoing assignment was
signed in its name by its President sealed with its corporate seal and attested by himself/
herself as its Secretary
SWORN to before me this 7th day of August, 1967
Witness my hand and official seal Edith S. Mallard
NOTARY PUBLIC My Commission Expires March 1, 1968 L.S.

(Partnership or Sole Owner Acknowledgement)
STATE OF COUNTY OF
I, Notary Public, certify that
trading as/a partner of, the grantor, personally appeared before
me this day and acknowledged the due execution of the foregoing assignment for and on behalf of said business.
SWORN to before me this day of , 19
NOTARY PUBLIC L.S.
My Commission Expires:

STATE OF NORTH CAROLINA Forsyth COUNTY.
The foregoing certificate of Edith S. Mallard a Notary Public of Forsyth
is adjudged to be correct. Therefore, let the instrument, with the certificates be registered.
Witness my hand, this 10th day of August, 1967
Su 504 paid 6642
Clerk Superior Court

STATE OF NORTH CAROLINA
COUNTY OF
TO
PRESENTED FOR
REGISTRATION
AND RECORDED
AUG 10 9 29 AM '67
EUNICE AYERS
REGISTER OF DEEDS
FORSYTH CTY, N.C.
2-12-72 34
DEED OF TRUST
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
Real Estate Mortgages, page
Register of Deeds for County,
North Carolina.
Return To:
D. T. BOOK 984 PAGE 122 100