

Alma Credit Co, PO Box Charlotte, NC  
Charlotte, NC 28204

DEED OF TRUST

4

NORTH CAROLINA, Forsyth COUNTY

THIS INDENTURE, Entered into this 11 day of September, 1967, by and between  
Andrew C. Humphrey and wife Geneva B. Humphrey  
of Forsyth County, first party R. Beverly R. Weber Trustee, second party,  
and H. & F. Aluminum, Inc., third party.

WITNESSETH, that whereas the first party is indebted to third party in the total sum of  
Five hundred thirty one and 12/100 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 24 installments of equal amounts, except the last, which is the  
same or of a lesser amount, beginning November 10, 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

Township Forsyth County, described as follows: BEGINNING at an  
iron stake on the East side of Gray Avenue, said point of BEGINNING  
being 60 feet South of the Southeast intersection of Gray Avenue and  
Ninth Street, running thence South 88 deg. East 150 feet to an iron  
stake in the west side of an alley; thence South 3 deg. 10 min. West  
60 feet to an iron stake, the Northeast corner of Lot no. 301; thence  
North 88 deg. West 150 feet to an iron stake on the East Side of Gray  
Avenue; thence along the East side of Gray Avenue North 3 deg. 10 min.  
East 60 feet to the place of BEGINNING. Being known and designated as  
Lot no. 303 as shown on the Plat of North Cameron Park. Plat of said  
property being recorded in Plat Book 8, Page 217 in the office of the  
Register of Deeds of Forsyth County, North Carolina.  
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 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 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.

Andrew C. Humphrey (SEAL)

Geneva B. Humphrey (SEAL)

WITNESS: Harold K. Bortin

State of North Carolina

County of Forsyth

I, Edith S. Mallard, a Notary Public of Forsyth  
County, North Carolina, certify that Harold K. Bortin personally appeared before me this day,  
(Name of subscribing witness)

and being duly sworn, stated that in his presence ANDREW C. HUMPHREY AND GENEVA B. HUMPHREY  
(Name of Makers)

signed the foregoing instrument.

WITNESS my hand and official seal, this the 11 day of September, 1967  
My commission expires: My Commission Expires March 1, 1968 Edith S. Mallard  
Notary Public

BOOK 983 PAGE 646

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

Alora Credit Co, PO Box Charlotte Sta.  
Charlotte, NC 28204

22939

DEED OF TRUST

4

NORTH CAROLINA, Forsyth COUNTY

THIS INDENTURE, Entered into this 11 day of September, 1967, by and between  
Andrew C. Humphrey and wife Geneva B. Humphrey  
of Forsyth County, first party R. Beverly R. Webber 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  
Five hundred thirty one and 12/100 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 24 installments of equal amounts, except the last, which is the  
same or of a lesser amount, beginning  
November 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 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

Township, FORSYTH County, described as follows: BEGINNING at an  
iron stake on the East side of Gray Avenue, said point of BEGINNING  
being 60 feet South of the Southeast intersection of Gray Avenue and  
Ninth Street, running thence South 88 deg. East 100 feet to an iron  
stake in the west side of an alley; thence South 3 deg. 10 min. West  
60 feet to an iron stake, the Northeast corner of Lot no. 301; thence  
North 88 deg. West 150 feet to an iron stake on the East Side of Gray  
Avenue; thence along the East side of Gray Avenue North 3 deg. 10 min.  
East 60 feet to the place of BEGINNING. Being known and designated as  
Lot no. 303 as shown on the Plat of North Cameron Park. Plat of said  
property being recorded in Plat Book 8, Page 217 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 specified at the time thereof, then all remaining installments  
shall become due at the option of the third party, and the installment 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 first party, the second party, 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, thereon 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 a balance of the proceeds of said proceeds as may  
be necessary to discharge said note and all interest and other charges thereon then due 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 said 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 incompetent, or resigns his trust, or for other  
reason becomes unavailable to the said first 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 possess all rights and powers of the second party.  
Any statement of the first party or of the third party in this deed in relation to the payment of the money secured to be paid, the  
amount due, the advertisement, sale, receipt of the money, and the execution of the deed by the purchaser, shall be received as prima  
facie evidence of such facts. If said first party shall fail to make any payment of interest and principal hereunder specified, but no  
such sale, then this instrument shall be 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 third part, his heirs, and assigns that they are  
the owner and seizer 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.

Andrew C. Humphrey (SEAL)

Geneva B. Humphrey (SEAL)

WITNESS: Harold K. Borchert

State of North Carolina  
County of Forsyth  
I, Edith S. Malcomb, a Notary Public of Forsyth  
County, North Carolina, certify that Harold K. Borchert personally appeared before me this day,  
(Name of subscribing witness)  
and being duly sworn, stated that in his presence ANDREW C. HUMPHREY AND GENEVA B. HUMPHREY  
(Name of Makers)

signed the foregoing instrument.  
WITNESS my hand and official seal, this the 11 day of September, 1967.  
My commission expires: My Commission Expires March 1, 1969 Edith S. Malcomb  
Notary Public

D.T. 988 PAGE 646

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 of B & S Aluminum, Inc.  
does hereby transfer, assign, and set over to the Alora Trust Co.  
its successors and assigns, the within Deed of Trust and the Note which same secures, without recourse.  
DATED this 11 day of September, 1967  
(Corporate Seal) Paul L. Fulton B & S Aluminum, Inc.  
Secretary (If Corporation) President, Owner, Partner

(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 B & S 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  
as its Secretary  
SWORN to before me this 11 day of September, 1967  
Edith S. Mallard  
NOTARY PUBLIC My Commission Expires March 1, 1968 L.S.

STATE OF NORTH CAROLINA, Forsyth COUNTY (Name of State and County where acknowledgment or proof is taken)  
This 11 day of September, 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  
(Name of Secretary or Assistant Secretary)  
seal of B & S Aluminum, Inc., and is acquainted with Paul L. Fulton who is the  
(Name of Corporation)  
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  
(Name of Secretary or Assistant Secretary)  
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 11 day of September, 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 September, 1967.  
No. 8259 Clerk's Fee 30 C. E. Swann Assistant  
Clerk of Superior Court  
Filed for registration at \_\_\_\_\_ o'clock \_\_\_\_\_ M., \_\_\_\_\_, 19\_\_\_\_, and registered in the  
Office of the Register of Deeds of Forsyth County, North Carolina in Book \_\_\_\_\_, Page \_\_\_\_\_  
Fee \$ 3.00 paid. Eunice Ayers, Register of Deeds  
By \_\_\_\_\_, Deputy  
Register of Deeds