

CANCELED ON RECORD

JUL 15 1917

S. G. BRIM, Register of Deeds.

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DEED OF TRUST

Chas & Olie Tucker---

To--

Bank of Mount Airy---

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Office of Register of Deeds

W. York County, N. C.

I hereby certify the within Deed of Trust
was filed in this office for record on the.....
day of.....*April*.....A. D., 190*3*, at
.....*11*.....o'clock,.....*A*.....M., and was duly re-
corded in Book.....*47*....., page.....*105*.....

W. York
Register of Deeds.

Bank of Mt. Airy,

Mt. Airy, N. C.

CANCELED ON RECORD

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S. G. BRIM, Register of Deeds

State of NORTH CAROLINA

Surry--

COUNTY

This Indenture, made and entered into this 3rd, day of April, 1913, A. D. 190...
by and between Charles Tucker and his wife Olie Tucker,
Surry,
of County aforesaid,
party of the first part, Jno H. Folger,
of Surry,
County in said State, party of the second part, and The Bank of Mount Airy,
Surry--
of County aforesaid, party of the third part:

Witnesseth, For that whereas the said Charles Tucker-- and Olie T ucker--
is indebted to the said The Bank of Mount Airy,
for Money borrowed--- by him, in the sum of Thirty Five Dollars--
Dollars, for which the said
Charles Tucker and Olie Tucker--
The Bank of Mount Airy--
as aforesaid, his bond of even date with
this deed, in the sum of Thirty Five Dollars-----, payable
December 1st, 1913,
after date, with interest thereon from date until paid, at the rate of six per
centum per annum, payable annually, and it has been agreed that the payment of the said
debt shall be secured by the conveyance of the land hereinafter described.

Now Therefore, In consideration of the premises, and for the purpose aforesaid, for the sum of one dollar to
the party of the first part paid by the party of the second part, aforesaid, said, Charles Tucker
and wife, Olie Tucker--
(the latter becoming a party to this deed to convey and pass all right of dower and homestead in the said land and bar
her claim thereto) have bargained, sold, given, granted and conveyed, and by these presents do bargain, sell, give, grant
and convey to the said Jno H. Folger--
his heirs and assigns, a certain tract of land lying and being in Surry--
County aforesaid, and more particularly described and defined as follows:

First tract--Adjoining the lands of David Tucker, Collins and others, and bounde
d as follows, viz:Beginning at a stake by a -- runs with road South 29° West
five chains--Thence South 46° West four chains--Thence South 38° West three
chains--Thence South 52° West two and 1/4 chains to a stake in David Tucker's
line--Thence West four chains to oak sapling in Collin's line--Thence North
with Collin's line 15 and 1/2 chains to pointers in Bennett's line--Thence
East two and 3/4 chains crossing a branch to pointers--Thence South 27° East
11 and 1/2 chains, again crossing a branch to pointers--Thence East five and
1/2 chains to beginning--containing ten and 1/2 acres more or less. For further
description see Surry County Records at Dobson, N. C. in Book #59--page #244.
Second tract--Adjoining the lands of Martin Bennett and others, and bounded
as follows, viz:Beginning on Martin Bennett's corner in David Tucker's line
in fork of Cable Ford Road and run North West seven agins and three links--
Thence South East seven chains and three links to the Eaven's Road--Thence
seven chains and three links with Eaven's Road to the beginning--containing
five acres more or less. For further description see Surry County Records at
Dobson, N. C. Book #59--page #245.

To Have and To Hold Said land and premises, with all the rights, privileges and appurtenances thereunto
belonging, to him, said Jno H. Folger,
the trusts and for the uses and purposes following, and none other, that is to say:

If the said Charles Tucker and Olie Tucker-- shall fail or neglect to pay interest on said
bond as the same may hereafter become due, or both principal and interest at the maturity of the bond, or any part of
either, then on application of said The Bank of Mount Airy--
his assignee, or any other person who may be entitled to the moneys due thereon, it shall be lawful for, and the duty
of the said Jno H. Folger--
Surry,
County aforesaid, for a time not less than thirty days, therein
appointing a day and a place of sale, and 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 Jno H. Folger-- first retaining five per centum commission on
the sale of the whole of said land sold, as a compensation for making such sale, out of the proceeds of such sale, shall
apply so much of the residue as may be necessary to pay off and discharge said bond and all interest then accrued and
due thereon, and shall pay the surplus if any remain, to said Chares Tucker and Olie Tucker--

It is Further Stipulated and Agreed, That any statement of facts, or recital by said Trustee in his 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.

Charles Tucker & Olie Tucker--

And it is Stipulated and Agreed, That if said.....
shall pay off said bond and interest, and discharge fully the trusts herein declared, before such sale, or the same shall be done by a sale
of part of said lands, then so much of said lands as may not have been sold and are not required to meet any of said trusts, shall be re-
conveyed to said.....Chares Tucker and Olie Tucker---, or the title thereto be revested in him
according to the provisions of law.

In Testimony Whereof, the said.....Chares Tucker.....and wife,
Olie Tucker--

.....do hereto subscribe their respective names and affix their several seals.

Charles Tucker [SEAL]

Olie Tucker [SEAL]

[SEAL]

[SEAL]

STATE OF NORTH CAROLINA.....*Surry*.....County.

I, *B. M. Nichols* a Notary Public.....do hereby certify that
Charles Tucker and Olie Tucker personally appeared before me this day and acknowledged the due
execution of the foregoing instrument, and the said.....*Olie Tucker*.....wife of

Charles Tucker.....being by me privately examined, separate and apart from
her said husband, touching her voluntary execution of the same, doth state she signed the same freely and voluntarily, without fear
or compulsion of her said husband, or any other person, and that she doth still voluntarily assent thereto.

Witness my hand and official seal, this.....*3*.....day of.....*April*.....A. D. 19*13*

My Commission Expires Aug. 1, 1914

B. M. Nichols
Notary Public

STATE OF NORTH CAROLINA.....*Surry*.....County.

The foregoing certificate of *B. M. Nichols* a Notary Public.....of.....*Surry*
County is adjudged to be in due form and according to law. Therefore let the instrument, with the certificates, be registered.

Witness my hand and official seal, this.....*7th*.....day of.....*April*.....19*13*

W. D. Hampton.....Clerk.....*Superior*.....Court